

EXHIBIT "3"

Life Claim Detail

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Employee

First Name MI
 Last Name
SSN DOB

Customer

Name ID -
Sub Name Sub Code
Loc Name Loc Code

* Life Claim Number Symbol Numeral [Life Claim Sub](#) [Life Claim Loc](#) Prev Claim #

Claimant

* Last Name * First Name MI * Relationship to Employee
 * DOB * Gender Marital Status
 Address Line 1
 Address Line 2
 Address Line 3
 City State Zip Code
Country * State of Residence

Dependent

FT Student Age Disabled Child

Life Claim Events

Event Number	Event Type	Event Reason	Event Status	Analyst Name
1	Death	Sickness	Denied	SUNDERLIN, ABBY

Life Waivers

Waiver Number	Waiver Type	Waiver Status	Date of Disability	Determination Date	Close Date	Maintenance Indicator	Analyst Name

Note Report

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Claim	Primary Sort Order
* Claim/Event/Leave Number <input type="text" value="12608576"/>	Note Type
Accommodation Number <input type="text"/>	Note Number
Note type: <input type="text"/>	● Note Date/Time
	● Accm. No.

01/19/2023 11:14 AM - LIFE Note 34

Claim/Event/Leave: 12608576

NoteSubject : Appeal

Other Subject : RETURN TO FIELD

Text: [01/19/2023 - AVERILL, REBECCA]THE APPEAL REFERRAL HAS BEEN REJECTED AS APPEAL RIGHTS WERE EXHAUSTED ON 8/22/22

01/19/2023 10:08 AM - LIFE Note 33

Claim/Event/Leave: 12608576

NoteSubject : Appeal

Other Subject : NEW APPEAL REFERRAL

Text: [01/19/2023 - SUNDERLIN, ABBY]SENT NEW REFERRAL FOR APPEAL

01/19/2023 10:01 AM - LIFE Note 32

Claim/Event/Leave: 12608576

NoteSubject : Appeal

Other Subject : REQ FOR APPEAL

Text: [01/19/2023 - SUNDERLIN, ABBY]1/17 - RECD REQUEST FOR APPEAL

10/07/2022 3:15 PM - CLAIM Note 3

Claim/Event/Leave: 12608576

NoteSubject : LTR to ER

Other Subject :

Text: [10/07/2022 - DIMAGGIO, JENNIFER]EMAILED LETTER TO T. MCKEEVER AND PROVIDED CONTACT FOR LIFE CLAIM MANAGER FOR NFMMC FOR ANY FURTHER QUESTIONS REGARDING CLAIM

10/07/2022 2:47 PM - PHONE Note 9

Claim/Event/Leave: 12608576

NoteSubject : Called ER

Other Subject :

Text: [10/07/2022 - DIMAGGIO, JENNIFER]CRS R/C TO TIM M. TO DISCUSS CLAIM AT 716-278-4048 - NUMBER WAS TO A FAX. CALLED NUMBER NOTED BY UNITY CONNECTION 716-278-4084. HR REP CONFIRMED CANNOT FIND WHEN/IF CONVERSION PAPERWORK OR NOTIFICATION TO LFG WAS SENT REGARDING THIS CLAIM AS MOST OF TEAM HAS BEEN SWITCHED OVER SINCE I STARTED. NEED TO TALK TO THE ONE PERSON WHO WAS STILL HERE TO SEE IF SHE KNOWS. CRS NOTED IF ER WANTS THIS CLAIM PAID LFG WOULD NEED TO RECEIVE CONFIRMATION IN WRITING. ER ASKED HOW REVERSING DETERMINATION WOULD EFFECT NFMMC. ADVISED YOU WOULD NEED TO SPEAK TO LIFE CLAIMS MANAGER OR ASM OF ACCOUNT, CRS WILL LOCATE BEST CONTACT AND PROVIDE. TM REQUESTED INFORMATION BE EMAILED TO TIM.MCKEEVER@NFMMC.ORG. CRS AGREED, C/E

10/07/2022 2:34 PM - PHONE Note 8

Claim/Event/Leave: 12608576

NoteSubject : ER Called

Other Subject :

Text: [10/07/2022 - DIMAGGIO, JENNIFER]TIM MCEVER CALLED, LVM ON 10/7/2022 AT 11:39 AM, ADVISED NEW VP OF HR AT NIAGARA FALLS MEMORIAL AND NEED TO DISCUSS CLAIM[10/07/2022 - DIMAGGIO, JENNIFER]ADVISED NUMBER FOR R/C IS 716-278-4048

09/26/2022 2:49 PM - PHONE Note 7

Claim/Event/Leave: 12608576

NoteSubject : Called Other

Other Subject : ATTNY

Text: [09/26/2022 - DIMAGGIO, JENNIFER]CRS R/C TO ATTNY TO ADVISE NO INFORMATION HAS BEEN RECEIVED FROM ER, ADVISED ER WOULD HAVE TO PROVIDE PROOF THAT CONVERSION PAPERWORK WAS NOT SENT WITHIN THE REQUIRED

TIMEFRAME IN ORDER TO GO BY THE WRITTEN NOTICE OF CONVERSION PRIVILEGE, ATTNY TO F/U WITH ER AND PROVIDE LETTER OF REQUEST FOR REREVIEW TO CRS AND PROVIDE PROOF THAT CONVERSION PAPERWORK WAS NOT SENT, C/E

09/26/2022 2:32 PM - PHONE Note 6

Claim/Event/Leave: 12608576

NoteSubject : Other Called

Other Subject : ATTNY

Text: [09/26/2022 - DIMAGGIO, JENNIFER]ATTNY ANTHONY RESTAINO CALLED, LVM FOR R/C ON 9/26/2022 AT 2:18 PM, TO CONFIRM IF ER PROVIDED PROOF OF PAPERWORK AND ATTNY ASKED WHAT SPECIFICALLY WAS NEEDED[09/26/2022 - DIMAGGIO, JENNIFER]ATTNY LEFT PHONE NUMBER 716-235-5885 X 1

08/23/2022 3:37 PM - PHONE Note 5

Claim/Event/Leave: 12608576

NoteSubject : Called Other

Other Subject :

Text: [08/23/2022 - DIMAGGIO, JENNIFER]ATTNY R/C AT 3:03 PM, LVM FOR R/C. CRS R/C TO DISCUSS APPEAL. DISCUSSED CONVERSION PROVISION, ADVISED SINCE EE DID NOT PASSED WITHIN 31 DAYS SHE WAS NOT ELIGIBLE FOR BENEFITS. CONFIRMED IF PROOF OF CONVERSION PACKET SENT BEYOND REQUIRED TIMEFRAME, PER WRITTEN NOTICE PROVISION, CRS WOULD LOOK AT INFORMATION AGAIN, ATTNY THANKED, C/E

08/23/2022 2:59 PM - PHONE Note 4

Claim/Event/Leave: 12608576

NoteSubject : Called Other

Other Subject : ATTNY

Text: [08/23/2022 - DIMAGGIO, JENNIFER]CRS R/C TO ATTNY TO DISCUSS APPEAL DETERMINATION, LVM FOR C/B, ADVISED DID FAX ANOTHER COPY OF 8/22/2022 LETTER

08/23/2022 2:54 PM - PHONE Note 3

Claim/Event/Leave: 12608576

NoteSubject : Other Called

Other Subject : ATTNY

Text: [08/23/2022 - DIMAGGIO, JENNIFER]ATTNY CALLED, ANTHONY RESTAINO, TO ADVISE DENIAL LETTER RECEIVED HOWEVER PART OF FAX WAS CUT OFF, ADVISED WOULD LIKE A R/C TO DISCUSS, PLEASE CALL 716-235-5885, LVM FOR C/B ON 8/23/2022 AT 2:35 PM

08/22/2022 12:52 PM - CLAIM Note 2

Claim/Event/Leave: 12608576

NoteSubject : Appeal

Other Subject : MANAGER REVIEW

Text: [08/22/2022 - ARVENITIS, KERRY]69 YEAR OLD FEMALE, WITH A DATE OF DEATH OF 5/26/21. THE LIFE CLAIM WAS DENIED AS NOT ELIGIBLE AS THE DECEDENT DID NOT CONVERT HER GROUP LIFE INSURANCE COVERAGE TO AN INDIVIDUAL LIFE INSURANCE POLICY WITHIN 31 DAYS AFTER COVERAGE ENDED ON 4/16/21, BY 5/17/21. INFORMATION REVIEWED ON APPEAL DID NOT ALTER THE PREVIOUS DETERMINATION. I AGREE WITH UPHOLD.

08/16/2022 9:45 AM - LIFE Note 31

Claim/Event/Leave: 12608576

NoteSubject : Appeal

Other Subject : REC UH

Text: [08/16/2022 - DIMAGGIO, JENNIFER]CLAIM WAS INITIALLY DENIED AS EE EXCEEDED LOA AND DID NOT CONVERT BENEFITS. ON REVIEW OF APPEAL, IT WAS DETERMINED EE WAS NOT ELIGIBLE FOR WOP AS SHE WAS OVER THE AGE OF 60 AS OF HER LDW. IT WAS DETERMINED EE WOULD HAVE HAD BENEFIT COVERAGE FOR UP TO 12 MONTHS FROM HER LDW OF 4/15/2020, UNTIL 4/16/2021 BASED ON THE LOA DUE TO DISABILITY PROVISION. EE HAD 31 DAYS TO CONVERT COVERAGE, TO 5/16/2021, HOWEVER CRS CONFIRMED EE DID NOT CONVERT GROUP LIFE POLICY TO INDIVIDUAL POLICY WITHIN THE ALLOWABLE TIMEFRAME. EE PASSED AWAY ON 5/26/2021 WHICH WAS OUTSIDE OF 31 DAYS ALLOWED FOR CONVERSION THUS WAS NOT ELIGIBLE FOR BENEFITS. GIVEN THE INFORMATION RECEIVED AND REVIEWED ON APPEAL DID NOT ALTER THE PRIOR DETERMINATION TO DENY BENEFITS, RECOMMEND CLAIM UH ON APPEAL. NOTIFICATION TO ATTNY UPON MGR REC

08/01/2022 12:23 PM - LIFE Note 30

Claim/Event/Leave: 12608576

NoteSubject : Appeal

Other Subject : INITIAL REVIEW

Text: [08/01/2022 - DIMAGGIO, JENNIFER]FI, ERISA. LIFE CLAIM DENIED CONTRACTUAL -LETTER DATED 5/26/2022. 60 DAY APPEAL TIMELINE. APPEAL DUE 7/25/2022. APPEAL LETTER DATED 7/28/2022 AND RECEIVED 7/28/2022 ***ACTION PLAN: PENDING COMPLETE REVIEW BY ARC.

07/29/2022 7:16 AM - LIFE Note 29

Claim/Event/Leave: 12608576

NoteSubject : Appeal

Other Subject : ARC ASSIGNMENT

Text: [07/29/2022 - AVERILL, REBECCA]RECV'D APPEAL FROM RESTAINO & REDDIEN. ASSIGNED CLAIM TO JEN DIMAGGIO, ASSIGNMENT W/O TOLLING LETTER SENT, NO TOLLING OR EXTENSION

07/13/2022 2:03 PM - LIFE Note 28

Claim/Event/Leave: 12608576

NoteSubject : LTR to Atty

Other Subject : REQ FOR APPEAL EXT

Text: [07/13/2022 - AVERILL, REBECCA]RECV EMAIL FROM ATTORNEY RESTAINO REQUESTING AN EXTENSION UNTIL 8/1/22 TO FILE THE APPEAL. EXTENSION HAS BEEN APPROVED AND LETTER HAS BEEN FAXES TO THE ATTORNEY

07/13/2022 12:58 PM - LIFE Note 27

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : FILE COPY

Text: [07/13/2022 - PILAR, SARAH]FILE COPY RESENT TO ATTY ARESTAINO@RESTAINOREDDIEN.COM VIA ONEDRIVE.

07/13/2022 12:55 PM - PHONE Note 2

Claim/Event/Leave: 12608576

NoteSubject : Other Called

Other Subject : ATTNY ANTHONY

Text: [07/13/2022 - AVERILL, REBECCA]ATTORNEY CALLED TO CONFIRM IF THE CLAIM FILE WILL BE FORTHCOMING AS HE HASN'T RECV THE ONEDRIVE LINK YET AND HE DOES NOT HAVE IT IN HIS SPAM/JUNK FOLDER. I APOLOGIZED AND ADVISE I WILL HAVE IT RESENT. THE EMAIL WAS SENT PREVIOUSLY ON 6/17/22 . CALL ENDED

06/17/2022 11:08 AM - LIFE Note 26

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : FILE COPY

Text: [06/17/2022 - PILAR, SARAH]COMPLETE COPY OF CLAIM FILE WITH POLICY SENT TO ATTY ARESTAINO@RESTAINOREDDIEN.COM VIA ONEDRIVE SECURE.

06/16/2022 2:37 PM - CLAIM Note 1

Claim/Event/Leave: 12608576

NoteSubject : LTR to Atty

Other Subject : AMENDED LETTER

Text: [06/16/2022 - AVERILL, REBECCA]1ST LETTER TO ATTORNEY REFERENCED 180 DAYS TO APPEAL WHICH IS FOR AN ERISA DISABILITY CLAIM. SENT AN UPDATED LETTER TO REFLECT THE CORRECT APPEAL PERIOD OF 60 DAYS. APPEAL DEADLINE IS 7/23/22

06/16/2022 1:44 PM - LIFE Note 25

Claim/Event/Leave: 12608576

NoteSubject : Appeal

Other Subject : PRESCREEN COMPLETE

Text: [06/16/2022 - AVERILL, REBECCA]DEPENDENT DEATH BENEFIT DENIED. LETTER SENT 5/24/22 - 60 DAY APPEAL TIMEFRAME - DEADLINE 7/23/22. INTENT TO APPEAL AND REQ FOR CLAIM FILE RECV ON 6/15/22. WILL SEND THE INTENT TO APPEAL ACK LETTER AND THE CLAIM FILE TO THE ATTORNEY.

06/16/2022 1:12 PM - LIFE Note 24

Claim/Event/Leave: 12608576

NoteSubject : Appeal

Other Subject : REFERRAL RECV

Text: [06/16/2022 - AVERILL, REBECCA]ASSIGNED TO BECKY AVERILL

06/16/2022 11:56 AM - LIFE Note 23

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : SENT TO APPEALS

Text: [06/16/2022 - SUNDERLIN, ABBY]APPEALS REFERRAL EMAILED TO: APPEALASSOCIATES@LFG.COM - ARU FORM WAS SUMMITTED - TASK SET

06/16/2022 11:40 AM - LIFE Note 22

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : NOTICE OF APPEAL

Text: [06/16/2022 - SUNDERLIN, ABBY]6/15 - RECD LETTER FROM ATTY ANTHONY RESTAINO REQUEST FOR CLAIM FILE AND NOTICE OF APPEAL. WILL SEND TO APPEALS UNIT TO PROCEED WITH REVIEW

06/15/2022 4:06 PM - LIFE Note 21

Claim/Event/Leave: 12608576

NoteSubject : Phone Call

Other Subject : ATTY RESTAINO

Text: [06/15/2022 - SUNDERLIN, ABBY]TCF ANTHONY RESTAINO 7162355885 - ADVISED THAT HE NEEDS A COPY OF THE GROUP POLICY TO REVIEW AND INFORMED THAT THERE WILL MOST LIKELY BE AN APPEAL. I SAID THAT WE WILL NEED THE REQUEST IN WRITING AND PROVIDED LIFECLAIMDOCS@LFG.COM EMAIL ADDRESS. HE WILL SEND A REQUEST FOR THE POLICY AND POSSIBLY ADDITIONAL CLAIM DOCS THAT ARE NEEDED FOR HIM TO FULLY REVIEW. I ADVISED THAT HE HAS 60 DAYS FROM DATE OF DENIAL TO SUBMIT AN APPEAL AND EXPLAINED THAT HIS APPEAL MUST BE INWRITING AND HE'LL NEED TO INCLUDE ANY ADDITIONAL INFO THAT HE WANTS REVIEWED BY APPEALS DEPT. INFORMED THAT APPEAL WILL BE REVIEWED BY APPEALS DEPARTMENT AND THEN NOTIFIED OF DECISION. THANKED AND SAID I WILL BE ON THE LOOKOUT FOR HIS EMAIL REQUESTING ADDITIONAL INFO C/E

LOOKOUT FOR THIS EMAIL REQUESTING ADDITIONAL INFO. O/L

05/26/2022 11:54 AM - LIFE Note 20

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : RESENT DENIAL TO ATTY

Text: [05/26/2022 - SUNDERLIN, ABBY]RE-SENT DENIAL LR TO ATTY - LR WAS EMAILED THROUGH CORRESPONDENCE

05/26/2022 11:48 AM - LIFE Note 19

Claim/Event/Leave: 12608576

NoteSubject : Phone Call

Other Subject : ATTY

Text: [05/26/2022 - BELANGER, NATHAN]REC'D CALL FROM ATTY. ADVISED OF DENIAL. HE REQUESTED DENIAL BE EMAILED TO HIM

05/24/2022 11:00 AM - LIFE Note 18

Claim/Event/Leave: 12608576

NoteSubject : Denied

Other Subject : DENIAL LR TO ATTY

Text: [05/24/2022 - SUNDERLIN, ABBY]EMAILED DENIAL LETTER TO ATTY - CLAIM WAS DENIED AS EE EXCEED LOA[05/24/2022 - SUNDERLIN, ABBY]DENIAL LETTER WAS SENT THROUGH CORRESPONDENCE

04/13/2022 11:56 AM - LIFE Note 17

Claim/Event/Leave: 12608576

NoteSubject : Phone Call

Other Subject : ATTY RESTAINO

Text: [04/13/2022 - SUNDERLIN, ABBY]TCF ATTY ANTHONY RESTAINO 716-235-5885 - DISCUSSED CLAIM DETAILS AND INFORMED THAT EE EXCEEDED LOA AND DIED OUTSIDE OF 31 DAY CONVERSION PERIOD, THEREFORE NO LONGER COVERED UNDER GROUP LIFE AND CLAIM WILL BE DENIED. ATTY ASKED ABOUT REFUND OF PREMIUM AND LCE DIRECTED ATTY TO FURTHER DISCUSS PREMIUM W/ ER. ATTY ASKED WHO IS RESPONSIBLE FOR NOTIFYING INSURED OF CONVERSION AND LCE EXPLAINED THE NOTICE WOULD COME FROM OUR CONVERSIONS DEPARTMENT OR IT IS THE RESPONSIBILITY OF THE ER. ATTY ASKED ABOUT WHETHER THERE WAS A LTD CLAIM THAT WAS OFFERED TO INSURED, AND LCE STATED THAT I AM UNABLE TO CONFIRM THAT INFO AND REFERRED HIM TO THE ER. ATTY THANKED FOR INFORMATION. LCE SAID DENIAL LETTER WILL BE WRITTEN AND SENT TO HIM AND WILL INCLUDE INSTRUCTIONS ON HOW TO APPEAL. THANKED C/E

04/13/2022 11:25 AM - LIFE Note 16

Claim/Event/Leave: 12608576

NoteSubject : Phone Call

Other Subject : ATTY RESTAINO

Text: [04/13/2022 - SUNDERLIN, ABBY]PLACED CALL TO ATTY. ANTHONY RESTAINO 7162355885 - LVM ADVISING RECD AUTH FOR RICHARD KAVANAUGH AND WANTED TO FURTHER DISCUSS DETAILS OF CLAIM. ADVSIED JUST RECD BD NAMING RICHARD, YESTERDAY 4/12, THEREFORE NOW ABLE TO COMPLETE REVIEW AND PROCEED WITH DECISION. ***LCE DID NOT INFORM THAT CLAIM WILL BE DENIED*** PROVIDED DL AND CONTACT INFO FOR CB TO FURTHER DISCUSS

04/13/2022 11:07 AM - LIFE Note 15

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : AUTH FROM ATTY

Text: [04/13/2022 - SUNDERLIN, ABBY]4/11 - RECD AUTHORIZATION SHOWING THAT RICHARD KAVANAUGH IS BEING REPRESENTED BY ATTY ANTHONY RESTAINO AND PERMISSION TO WORK W/ ATTY GOING FORWARD

04/12/2022 4:14 PM - LIFE Note 14

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : BD

Text: [04/12/2022 - SUNDERLIN, ABBY]ER EMAILED BD NAMING SPOUSE, RICHARD AS PRIMARY, CONTINGENT LISTED

04/12/2022 11:00 AM - LIFE Note 13

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : FU EMAIL TO ER

Text: [04/12/2022 - SUNDERLIN, ABBY]FU EMAIL SENT TO ER - NEED BD

04/12/2022 10:59 AM - LIFE Note 12

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : EMAIL FROM ER

Text: [04/12/2022 - SUNDERLIN, ABBY]EMAIL FROM ER STATING THAT SHE SENT INFO TO ATTY - DID NOT CONFIRM AGREES WITH DENIAL AND DID NOT SUBMIT BD

04/11/2022 1:41 PM - PHONE Note 1

Claim/Event/Leave: 12608576

NoteSubject : Other Called

Other Subject : ANTHONY - ATTY

Text: [04/11/2022 - HALE, ROBERT]RCVD A CALL FROM ATTORNEY ANTHONY (716) 235-5885. HE WAS CALLING TO ADVISE THAT HE HAS BEEN RETAINED BY THE EE'S ESTATE AS THEIR ATTY. HE WANTED TO DISCUSS CLAIM,.... ADVISED THAT BEFORE WE CAN PROVIDE INFO, WE WOULD NEED A LETTER OF REP FROM FAMILY / ESTATE ON FILE. HE U/S. PROVIDED HIM W/ FAX #. HE WILL FAX TODAY AND F/U LATER THIS WEEK

03/30/2022 2:51 PM - LIFE Note 11

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : FU TO ER - DENIAL

Text: [03/30/2022 - SUNDERLIN, ABBY]FU EMAIL SENT TO ER TO PLEASE CONFIRM IN AGREEMENT WITH DECISION TO DENY CLAIM. LCE REQUESTED COPY OF BD BE SUBMITTED

03/25/2022 1:31 PM - LIFE Note 10

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : EMAIL TO ER - DENIAL

Text: [03/25/2022 - SUNDERLIN, ABBY]EMAIL SENT TO ER STATING THAT EE LOA EXPIRED AND EE DIED OUTSIDE OF 31 DAY CONVERSION PERIOD. EE WAS NO LONGER ELIGIBLE FOR WOP. NOTIFIED ER OF DENIAL AND REQ TO PLEASE CONFIRM IN AGREEMENT. REQ ER FOR BD

03/25/2022 9:32 AM - LIFE Note 9

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : NOT ELIGIBLE FOR WOP

Text: [03/25/2022 - SUNDERLIN, ABBY]PER THE GROUP POLICY: WAIVER OF PREMIUM FOR TOTAL DISABILITY FORM GLP-WOP-1.3 WAIVER OF PREMIUM IF A COVERED EMPLOYEE BECOMES TOTALLY DISABLED WHILE INSURED UNDER THIS POLICY HE MAY BE ELIGIBLE FOR CONTINUED LIFE INSURANCE COVERAGE WITHOUT PREMIUM PAYMENT, PROVIDED THAT: 1. HE BECOMES TOTALLY DISABLED WHILE INSURED UNDER THIS POLICY AND BEFORE AGE 60; 2. WITHIN ONE YEAR FROM THE DATE HE IS NO LONGER IN ACTIVE EMPLOYMENT LIBERTY RECEIVES INITIAL PROOF THAT HISTOTAL DISABILITY HAS CONTINUED FOR 6 MONTHS; AND 3. DURING THE THREE MONTHS BEFORE EACH ANNIVERSARY OF RECEIPT OF INITIAL PROOF, LIBERTY RECEIVES PROOF OF CONTINUATION OF TOTAL DISABILITY. *****EE WAS 68 Y/O ON LDW, THEREFORE WAS NOT ELIGIBLE FOR WAIVER*****

03/25/2022 8:04 AM - LIFE Note 8

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : HOLDING OFF ON PCM

Text: [03/25/2022 - SUNDERLIN, ABBY]HOLDING OFF ON PCM UNTIL ER SUBMITS BD

03/25/2022 8:04 AM - LIFE Note 7

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : DEATH W/IN 31 DAYS

Text: [03/25/2022 - SUNDERLIN, ABBY]CONVERSION PRIVILEGE CONVERSION PRIVILEGE AT INDIVIDUAL TERMINATION OR REDUCTION OF BENEFITS IF ALL OR PART OF A COVERED EMPLOYEE'S COVERAGE ENDS, THE COVERED EMPLOYEE MAY CONVERT THE AMOUNT THAT ENDS TO AN INDIVIDUAL LIFE INSURANCE POLICY WITHIN 31 DAYS AFTER COVERAGE ENDS OR IS REDUCED, OR LONGER AS EXTENDED BY THE NOTICE PROVISION. CONVERSION IS SUBJECT TO THE FOLLOWING CONDITIONS: 1. THE COVERED EMPLOYEE'S INSURANCE CEASES BECAUSE OF TERMINATION OF EMPLOYMENT OR OF MEMBERSHIP IN A CLASS ELIGIBLE FOR COVERAGE UNDER THIS POLICY; 2. THE POLICY IS TERMINATED; 3. THE COVERED EMPLOYEE'S INSURANCE IS REDUCED DUE TO A CHANGE IN CLASS OR AN AMENDMENT TO THE POLICY; 4. THE COVERED EMPLOYEE CHANGES TO A CLASS ELIGIBLE FOR A SMALLER AMOUNT OF LIFE INSURANCE; OR 5. THE COVERED EMPLOYEE'S EMPLOYMENT IS TERMINATED. ****DEATH WITHIN THE STATUTORY CONVERSION NOTICE PERIOD IF A COVERED EMPLOYEE DIES WITHIN THE STATUTORY CONVERSION NOTICE PERIOD, LIBERTY WILL PAY TO HIS BENEFICIARY THE AMOUNT HE WAS ELIGIBLE TO CONVERT. SUCH INSURANCE WILL BE PAID AS A CLAIM UNDER THIS POLICY. ANY PREMIUMS PAID FOR A CONVERTED POLICY WILL BE REFUNDED. [03/25/2022 - SUNDERLIN, ABBY]*****EE WOULD HAVE BEEN COVERED UNDER LOA FROM LDW ON 04/16/2020 THRU 04/16/2021. THE 31-DAY WINDOW AFTER COVERAGE TERMINATED CLOSED ON 05/16/2021. EE'S DOD WAS ON 05/26/2021, WHICH WAS OUTSIDE OF THE 31-DAY CONVERSION PERIOD, THEREFORE EE WAS NO LONGER ELIGIBLE FOR COVERAGE*****

03/25/2022 7:49 AM - LIFE Note 6

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : LDW / LOA DISABILITY

Text: [03/25/2022 - SUNDERLIN, ABBY]EE'S LDW WAS 04/16/2020 AND DOD WAS 05/26/2021. EE WAS OUT ON APPROVED STAT CLAIM FROM 4/16/2020 THRU 10/22/2020. **PER THE GROUP POLICY: LEAVE OF ABSENCE DUE TO DISABILITY THE SPONSOR MAY CONTINUE THE COVERED EMPLOYEE'S COVERAGE(S) BY PAYING THE REQUIRED PREMIUMS, IF THE COVERED EMPLOYEE IS GRANTED AN APPROVED LEAVE OF ABSENCE DUE TO A DISABILITY. THE COVERED EMPLOYEE'S COVERAGE(S) WILL NOT CONTINUE BEYOND A PERIOD OF 12 MONTHS. IN CONTINUING SUCH COVERAGE(S) UNDER THIS PROVISION, THE SPONSOR AGREES TO TREAT ALL COVERED EMPLOYEES EQUALLY. *** EES LDW WAS 4/16/2020 AND DOD WAS 05/26/2021. 12 MONTHS EXPIRED AT THE END OF THE APRIL 2021. THE 31-DAY CONVERSION PERIOD WAS FROM 04/30/2021 THRU 05/31/2021. EE DIED ON 05/26/2021, THEREFORE SHE WOULD HAVE BEEN COVERED UNDER THE 31 DAY CONVERSION PERIOD. ***NEED AE AS OF LDW FROM ER TO CONFIRM AOA AND NEED TO CONFIRM EE WAS CONSIDERED ON AN APPROVED LOA FROM ER. REASONABLE TO ASSUME PREMIUM WAS CURRENT AS IT IS NON-CONTRIB**** [03/25/2022 - SUNDERLIN, ABBY]*****NOTE THE CORRECTION TO THE INFO PROVIDED

ABOVE***** EE WOULD HAVE BEEN COVERED UNDER LOA FOR 12 MONTHS FROM LDW ON 04/16/2020 THROUGH 04/16/2021. POLICY LANGUAGE DOES NOT STATE THAT THE COVERAGE IS THROUGH THE END OF THE MONTH. EE WOULD HAVE BEEN COVERED FOR ONLY 31 DAYS AFTER 12 MONTHS EXPIRED, OR THROUGH 05/16/2021. EES DOD ON 05/26/2021, WAS OUTSIDE OF THE 31 DAY CONVERSION PERIOD, THEREFORE EE WAS NO LONGER ELIGIBLE. - EMAIL WILL BE SENT TO THE ER

03/25/2022 7:47 AM - LIFE Note 5

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : STAT CLAIM 10087784

Text: [03/25/2022 - SUNDERLIN, ABBY]PER LGF RECORDS, EE WAS OUT ON APPROVED STAT CLAIM SHOWING LDW WAS 4/16/2020 AND APPROVED THRU 10/22/2020. WILL CONFIRM IF ER APPROVED LOA FROM 10/22/2020 THRU DOD ON 5/26/2021 [03/25/2022 - SUNDERLIN, ABBY]*****CORRECTION****EES DOD IS OUTSIDE OF 31 DAY CONVERSION PERIOD - EXCEEDED LOA AND DEATH WAS OUTSIDE 31 DAYS***

03/25/2022 7:46 AM - LIFE Note 4

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : AOI ADJUDICATION

Text: [03/25/2022 - SUNDERLIN, ABBY]TYPE: EE BASIC*** PROD EFF. DATE: 05/01/2015 GROUP TERMED EFF 06/01/2021*** EAP: YES*** SITUS STATE: NY*** DOH: 12/12/1972*** LDW: 04/16/2020*** DOD: 05/26/2021*** ELIGIBILITY MET: *** CLASS 1: ALL FULL-TIME AND REGULAR PART-TIME EMPLOYEES*** NON-CONTRIB BASIC*** AOI: EMPLOYEE BASIC LIFE INSURANCE: AN AMOUNT EQUAL TO 1 TIMES ANNUAL EARNINGS. IF NOT A MULTIPLE OF \$1,000.00, THIS AMOUNT WILL BE ROUNDED TO THE NEXT HIGHER MULTIPLE OF \$1,000.00. THIS AMOUNT MAY NOT EXCEED \$250,000.00. THE MINIMUM AMOUNT IS \$15,000.00. ER REPORTING \$78K IN EE BASIC. AE \$77,671, RU \$78K IN BASIC. NEED AE AS OF LDW TO CONFIRM AOI***REDUCTIONS: N/A TO EES AGE. REDUCS START AT 70 AND EE WAS 69 ON DOD*** EOI: N/A TO BASIC*** BENEFICIARY: NEED BD FROM ER. POD LISTS SPOUSE, RICHARD KAVANAUGH, PHONE NUMBER NOT LISTED. WILL CONFIRM W/ BD FROM ER

03/17/2022 1:42 PM - LIFE Note 3

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : 7 DAY F/U

Text: [03/17/2022 - CONSTANTINO, ASHLEY]LBSP SENT?

03/17/2022 1:41 PM - LIFE Note 2

Claim/Event/Leave: 12608576

NoteSubject : Initial Entry

Other Subject :

Text: [03/17/2022 - CONSTANTINO, ASHLEY]RTMUS CHECKED- NO HITS. PRIOR STAT CLAIM

03/17/2022 1:40 PM - LIFE Note 1

Claim/Event/Leave: 12608576

NoteSubject : Other

Other Subject : CHANGED SUB-LOC

Text: ASHLEY CONSTANTINO CHANGED THE SUBSIDIARY AND LOCATION FOR THIS CLAIM ON 03/17/2022, FROM MCOO, 00000000, TO MCOO, 00000000.

FAX COVER SHEET

TO Jennifer Dimaggio

COMPANY Lincoln Financial Group

FAX NUMBER 16033340401

FROM ChristenPierrot

DATE 2023-01-17 18:56:34 GMT

RE re: Richard and Rose Kavanaugh

COVER MESSAGE

Please see the attached.



CHRISTEN ARCHER PIERROT, ESQ.
ATTORNEY AT LAW

January 17, 2023

Sent Via Fax Only to +1 603 430 1601

Lincoln National Life Insurance Company
Disability and Claims Appeal
Attn: Jennifer Dimaggio
PO Box 2578
Omaha, NE 68172-9688

**RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical Center
Policy #: SA3-880-054498-01
Claim #: 12608576**

Dear Ms. Dimaggio:

I am genuinely surprised by Lincoln's flagrant violation of both New York State law and the terms of the Plan.

Please forward a complete copy of the claim file as it exists with respect to Mr. Kavanaugh's claim(s) for benefits, including any information considered or generated by Lincoln in evaluating his claim, whether or not Lincoln considers such information to be part of the formal claim file. For instance, if Lincoln utilized any handbooks, other policies or guidelines, or any outside research in determining Mr. Kavanaugh's claim or to the extent that Lincoln, or its agents, generated emails, correspondence, notes, reports, or other written, audio, or video documentation in the handling of Mr. Kavanaugh's claim, please provide a copy of such materials.

A duly executed authorization is attached.

Very truly yours,



Christen Archer Pierrot, Esq.

cc: Client
Anthony L. Restaino, Esq.

MAIL & OFFICE: 3959 N. BUFFALO RD., SUITE #33, ORCHARD PARK, NEW YORK 14127
TELEPHONE: +1 716 553 9899
FACSIMILE: +1 716 810 1786
E-MAIL: CAP@ARCHERPIERROT.COM
WEB: WWW.ARCHERPIERROT.COM

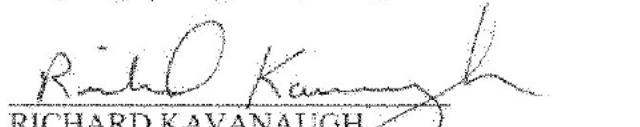
RELEASE / AUTHORIZATION

Client: RICHARD KAVANAUGH, As Beneficiary of Survivor Benefits
& As Executor of the ESTATE OF ROSE G. KAVANAUGH
██████████ 7701
██████████ 0904
██████████ 1951
██████████ 1949
Institution: Niagara Falls Memorial Medical Center

To Whom It May Concern:

I, RICHARD KAVANAUGH, as BENEFICIARY of any survivor benefits owed as a result of insurance policies sponsored by Niagara Falls Memorial Medical Center, and as Executor of the ESTATE OF ROSE G. KAVANAUGH, residing at ██████████, Niagara Falls, New York 14305, hereby authorize the release of any and all employment benefit, insurance and medical information relating to ROSE G. KAVANAUGH held at the above-mentioned institution to my attorney, CHRISTEN ARCHER PIERROT, ESQ., 3959 N. Buffalo Road, Orchard Park, New York 14217. This information may include, but is not limited to: medical records and information, details regarding savings and checking accounts, account statements, copies of checks, personnel file, payroll records, certificates of deposit, IRAs, 401ks, 403(b)s, stocks, bonds, annuities, mutual funds, disability benefits, insurance policies, including beneficiary designations and the payment of premiums.

Very truly yours,


RICHARD KAVANAUGH
Beneficiary of Survivor Benefits &
Executor, ESTATE OF ROSE G KAVANAUGH

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss.:

On the 27th day of October in the year 2022, before me, the undersigned, personally appeared RICHARD KAVANAUGH, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Antonio L. Restaino
Notary Public, State of New York
No. 02RS6222341
Qualified in Niagara County
Commission Expires May 24, 2026


Notary Public

RELEASE / AUTHORIZATION

Client: RICHARD KAVANAUGH, As Beneficiary of Survivor Benefits
& As Executor of the ESTATE OF ROSE G. KAVANAUGH
Soc Sec. No. Decedent: [REDACTED] 7701
Soc. Sec. No. Executor: [REDACTED] 0904
Decedent Date of Birth: [REDACTED] 1951
Executor/Beneficiary DOB: [REDACTED] 1949
Institution: Lincoln Financial Group
RE: Claim # 12608576 and any additional benefit claims

To Whom It May Concern:

I, RICHARD KAVANAUGH, as BENEFICIARY of any survivor benefits owed as a result of insurance policies sponsored by Niagara Falls Memorial Medical Center, and as Executor of the ESTATE OF ROSE G. KAVANAUGH, residing at [REDACTED] Niagara Falls, New York 14305, hereby authorize the release of any and all employment benefit, insurance and medical information relating to ROSE G. KAVANAUGH held at the above-mentioned institution to my attorney, CHRISTEN ARCHER PIERROT, ESQ., 3959 N. Buffalo Road, Orchard Park, New York 14212. This information may include, but is not limited to: medical records and information, details regarding savings and checking accounts, account statements, copies of checks, personnel file, payroll records, certificates of deposit, IRAs, 401ks, 403(b)s, stocks, bonds, annuities, mutual funds, disability benefits, insurance policies, including beneficiary designations and the payment of premiums.

Very truly yours,


RICHARD KAVANAUGH,
Beneficiary of Survivor Benefits &
Executor, ESTATE OF ROSE G KAVANAUGH

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss.:

On the 27th day of October in the year 2022, before me, the undersigned, personally appeared RICHARD KAVANAUGH, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Antonio L. Restaino
Notary Public, State of New York
No. 02RC6222341
Qualified in Niagara County
Commission Expires May 24, 2026


Notary Public

FAX COVER SHEET

TO	Jennifer Dimaggio
COMPANY	Lincoln National Life Insurance Company
FAX NUMBER	16034301601
FROM	ChristenPierrot
DATE	2023-01-13 20:42:51 GMT
RE	re: Richard and Rose Kavanaugh

COVER MESSAGE

Please see the attached. Thank you.



**CHRISTEN ARCHER PIERROT, ESQ.
ATTORNEY AT LAW**

January 13, 2023

Sent Via Fax Only to +1 603 430 1601

Lincoln National Life Insurance Company
Disability and Claims Appeal
Attn: Jennifer Dimaggio
PO Box 2578
Omaha, NE 68172-9688

**RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical Center
Policy #: SA3-880-054498-01
Claim #: 12608576**

Dear Ms. Dimaggio:

Please be advised that I have been retained to represent Mr. Richard Kavanaugh with respect to all equitable and legal claims that he has under ERISA, as beneficiary under the above-referenced life insurance policy, against Niagara Falls Memorial Medical Center ("NFMMC") and Lincoln Financial Group ("LFG") for benefits and/or damages due. It is my understanding that LFG has denied Mr. Kavanaugh's formal claim for benefits and, further, has upheld that denial on appeal.

We will be filing suit. However, I write to strongly encourage LFG to reconsider its position in order to avoid unnecessary litigation.

Statutory Law

In 1940, §204 of the New York State Insurance Law applicable to group life insurance policies containing optional conversion privileges was amended to add a provision requiring statutory notice of the right of conversion following an event that would result in the loss of coverage. The amendment provided that:

... such certificate-holder shall be notified of such privilege and its duration within fifteen days after the happening of the event, provided that if such notice be given more than fifteen days, but less than ninety days after the happening of such event, the time allowed for the exercise of such privilege of conversion shall be extended for fifteen days after the giving of such notice. If such notice be not given within ninety days after the happening of the event, the time allowed for the exercise of such conversion privilege shall expire at the end of such ninety days.

MAIL & OFFICE: 3959 N. BUFFALO RD., SUITE #33, ORCHARD PARK, NEW YORK 14127
TELEPHONE: +1 716 553 9899
FACSIMILE: +1 716 810 1786
E-MAIL: CAP@ARCHERPIERROT.COM
WEB: WWW.ARCHERPIERROT.COM

January 13, 2023
LFG
Page 2 of 4

In 1948, §161 of New York State Insurance Law was amended to make mandatory the inclusion of the standard provision granting the 31-day conversion privilege.

New York State Insurance Law has, as would be expected, evolved over the last 63 years. However, the right to proper and timely notice of conversion has remained a constant.

Currently, Insurance Law §§ 3220(a)(8) and 4216(d) set forth nearly identical language governing an insured's *statutory conversion notice period*, to wit:

In the event a group life insurance policy hereafter issued for delivery in this state permits a certificate holder to convert to another type of life insurance within a specified time after the happening of an event, such certificate holder shall be notified of such privilege and its duration within fifteen days before or after the happening of the event, provided that if such notice be given more than fifteen days, but less than ninety days after the happening of such event, the time allowed for the exercise of such privilege of conversion shall be extended for forty-five days after the giving of such notice. *If such notice be not given within ninety days after the happening of the event, the time allowed for the exercise of such conversion privilege shall expire at the end of such ninety days.* Written notice by the policyholder given to the certificate holder or mailed to the certificate holder at his last known address, or written notice by the insurer mailed to the certificate holder at the last address furnished to the insurer by the policyholder, shall be deemed full compliance with the provisions of this subsection for the giving of notice.

N.Y. Ins. Law § 4216 (McKinney) [Emphasis added].

Case Law

New York State law in this regard has been well settled since the 1960 decision issued by the Appellate Division, Fourth Department, in *De Ville v. Continental Assurance Company*, 199 N.Y.S.2d 876 (4th Dept. 1960), *aff'd*, 170 N.E.2d 457 (1960) ("De Ville").

De Ville was the first New York case to consider whether life insurance coverage continued for 31 days or 90 days where the insured received no notice of the statutory right to conversion and then died during the 90-day period.

The Court unanimously held that:

... the Legislature ... has mandated that upon termination of employment or membership in an eligible class the insured must be notified of the 31-day conversion privilege. If there is a failure to do so the period is extended to 90 days.

The risk that the defendant took was foreseeable. The conversion privilege could have been limited to 31 days by the service upon the insured of the required notice of his conversion rights. The defendant failed to do so and thereby assumed the risk that if insured died during the 90-day period the amount of insurance to which he would be entitled under the conversion privilege would be payable as a claim under the policy.

January 13, 2023
LFG
Page 3 of 4

De Ville, at 881.

In 1961, the Appellate Division, First Department, in *Payne v. Equitable Life Assurance Society of the United States*, 220 N.Y.S.2d 493 (1st Dept. 1961), *aff'd*, 183 N.E.2d 763 (1962) ("Payne"), relying on *De Ville*, awarded benefits to the beneficiary of a decedent who died during the 90-day conversion period without having received notice of the right to convert. In doing so, the Court unanimously and explicitly rejected the insurer's arguments that the failure to give notice of the right to convert as required by New York State Insurance Law only operated to extend the right to convert but did not extend insurance coverage.

In 1968, the District Court for the Southern District of New York, in *Oakley v. National Western Life Insurance Company*, 294 F. Supp. 504 (S.D.N.Y. 1968), citing *Payne* and *De Ville*, succinctly explained that "[u]nder New York law . . . the absence of affirmative notification subsequent to the termination of employment conferred upon deceased the right to convert for 90 days after the termination of coverage, and death before the expiration of the 90 day period is deemed the exercise of the right of conversion." *Id.* at 506.

These kinds of cases have dwindled over the last couple of decades, no doubt because of the unequivocal posture of the law: If an insured does not receive statutory notice of his right to convert and he dies within 90-days from the date of the event which would trigger loss of coverage, his death is treated as an exercise of the conversion right and benefits are due.

The Policy

The policy at issue provides that "[i]f a Covered Employee dies within the statutory conversion notice period, Liberty will pay to his beneficiary the amount he was eligible to convert. Such insurance will be paid as a claim under this policy." Form GLP-LIF-1.9.

The policy goes on to provide, in relevant part, that "[i]f notice is not given within 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed will expire at the end of 90 days." Form GLP-LIF-4.4.

Additionally, the policy states that the plan sponsor, NFMMC, will furnish to Liberty various employee information and other records, "which, in the opinion of Liberty, have a bearing on the insurance," but notes that any clerical error or omission from the plan sponsor "will not deprive an Employee of insurance."

Lastly, the policy provides that to the extent any provision of the policy is in conflict with New York statutes "the policy is hereby amended to conform to the minimum requirements of such statute."

Conclusion

Without prejudice to any additional claims, or waiving any arguments that Rose Kavanaugh remained employed longer than April 16, 2020 as a result of using paid vacation time, we can assume – for purposes of this correspondence – that her employment ended, for policy purposes, as a result of disability on April 16, 2020. Under the policy, Ms. Kavanaugh was entitled to 12 additional months of coverage, provided that NFMMC paid the premiums; which it did. Form GLP-ELG-4.

January 13, 2023
LFG
Page 4 of 4

At the end of the 12-month period, Ms. Kavanaugh was entitled to receive, both statutorily and contractually, notice of the right to convert her insurance. No such notice was provided by NFMMC, which is not surprising considering it continued to pay her insurance premiums. Neither was notice provided by LFG (or its predecessor). It was incumbent upon NFMMC and/or LFG to provide proof that the written notice was properly and timely provided inasmuch as “[p]roof of that written notice shall be deemed full compliance with the provisions of New York State Insurance Law § 3220(a)(8).” It is not the insured’s (or their beneficiary’s) burden to provide this proof.

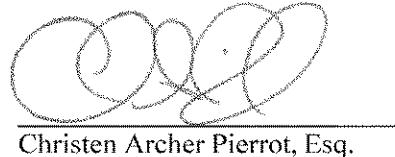
Despite not having proof that the written notice of the right to convert was properly and timely provided to Ms. Kavanaugh, LFG has denied Mr. Kavanaugh’s claim, as beneficiary, on the basis that Ms. Kavanaugh’s insurance only extended through 31-days, or May 17, 2021. This determination, however, could have only been sustained if *LFG had before it proof that written notice of the right to convert was given or mailed to Ms. Kavanaugh between April 1, 2021 (15 days before) or May 1, 2021 (15 days after), the date that her insurance coverage ended (April 16, 2021)*.

Because no such proof exists within the claim file, LFG’s denial of benefits on that basis is arbitrary and capricious, erroneous as a matter of law, and wholly indefensible.

Not that it matters under the law, but I feel compelled to say that I am honestly so perplexed by this decision that I cannot discern if the driving force behind it is deliberate indifference to the law or simply sheer negligence.

In any event, I urge your legal representative to contact me at their earliest convenience before any additional costs and fees are incurred in this matter.

Very truly yours,



Christen Archer Pierrot, Esq.

cc: Client
Anthony L. Restaino, Esq.
NFMMC



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 334-0401

Date: January 17, 2023

To: CHRISTEN ARCHER PIERROT, ESQ
3959 N. BUFFALO ROAD
STE 33
ORCHARD PARK NY 14127

Attn:

Fax: (716) 810-1786

From: Jennifer DiMaggio
Claim Resolution Specialist
Phone No.: (888) 437-7611
Secure Fax No.: (603) 334-0401

Total Pages
(Including Cover): 2

RE:

Claim #: 12608576
Claimant: Rose Kavanaugh

Niagara Falls Memorial Medical

This fax, and any attachments thereto, is intended only for the use of the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this fax, you are hereby notified that any dissemination, distribution or copying of this fax, and any attachments thereto, is strictly prohibited. If you have received this fax in error, please notify me by telephone at (888) 437-7611 and permanently shred the original and any copy of any fax and any printout thereof.



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 334-0401

January 17, 2023

Christen Archer Pierrot, Esq
3959 N. BUFFALO ROAD
STE 33
ORCHARD PARK, NY 14127

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

To Whom It May Concern:

In response to your January 13, 2023 letter, please be advised as was explained in our appeal uphold letter dated August 22, 2022, Lincoln conducted a full and fair review of this claim and appeal and determined that the denial of benefits would be maintained.

No further review will be conducted by Lincoln and this claim remains closed.

Should you require further information, please submit a formal letter of representation and appropriate authorization.

If you have any questions regarding this matter, please contact me.

Sincerely,

Jennifer DiMaggio
Claim Resolution Specialist
Phone No.: (888) 437-7611 Ext. 59238
Secure Fax No.: (603) 334-0401

From: LFGNotifications@LFG.com
Sent: Friday, October 7, 2022 3:12:28 PM
To: TIM.MCKEEVER@NFMMC.ORG;
CC:
BCC:
Subject: [Send Secure]Niagara Falls Memorial Medical Claim No. 12608576 Rose
Kavanaugh
Attachments: nf09lfxri5qiylp9iit_13726204.pdf;

This notification contains important information regarding a claim with Lincoln Financial Group company.
THIS IS AN AUTOMATED EMAIL. PLEASE DO NOT RESPOND. You may use the contact information in
the attached letter to respond if needed.



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 334-0401

October 7, 2022

Tim McKeever
Niagara Falls Memorial Medical Center

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Tim McKeever:

After our conversation this afternoon regarding this claim I spoke to my manager in the Claim Resolution Services department and she recommended you reach out to the manager of the Life Claims department as our determination has been rendered and any alterations to the determination would have to go through the Life Claims department.

The manager for NFMMC Life Claims is Shanon Marie Wright and she can be reached at 888-787-2129 ext. 16541. Her email address is shanonmarie.wright@lfg.com.

Any further questions regarding an exception to the denial decision can be directed to Ms. Wright.

If you have any questions regarding this matter, please contact me.

Sincerely,

Jennifer DiMaggio
Claim Resolution Specialist
Phone No.: (888) 437-7611 Ext. 59238
Secure Fax No.: (603) 334-0401



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 427-1888

Date: August 23, 2022

To: ANTHONY RESTAINO, ESQ.
RESTAINO & REDDIEN
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS NY 14304

Attn:

Fax: (716) 235-5886

From: Jennifer Dimaggio
Claim Resolution Specialist
Phone No.: (888) 437-7611
Secure Fax No.: (603) 427-1888

Total Pages
(Including Cover): 10

RE:

Claim #: 12608576
Claimant: Rose Kavanaugh

Niagara Falls Memorial Medical

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The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 427-1888

August 23, 2022

Anthony Restaino, Esq.
Restaino & Reddien
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS, NY 14304

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Anthony Restaino, Esq.:

Please see the attached copy of the letter sent to you on August 23, 2022. I will call shortly to discuss the determination.

If you have any questions regarding this matter, please contact me.

Sincerely,

Jennifer Dimaggio
Claim Resolution Specialist
Phone No.: (888) 437-7611 Ext. 59238
Secure Fax No.: (603) 427-1888

Attachments: 12608576-DENY-FREEFORM-08.22.2022



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2778
Omaha, NE 68102-2778
Phone: (888) 447-7011
Fax: (402) 427-1888

Date: August 22, 2002	
Re: ANTHONY RICCIARDO, JR. 16151 ROSEWOOD DR. 69028 WILMINGTON ROAD SUITE 44 INDIANAPOLIS, IN 46285-1800	
Attn:	
Phone: (704) 277-3200	
From: Jennifer DiMaggio Claim Resolution Specialist Phone: (888) 447-7011 Fax: (402) 427-1888	
Total Pages: (including Cover): 38	
CC:	
Claim#: 12608376 Claimant: John Giannandrea	
Request for a Written Settlement	

This box and any attached items (hereinafter referred to only for the purpose of this attachment) is and shall remain my sole and legal property. I am not entitled to any information in this attachment. If you are not the intended recipient of this file, you are hereby notified that my dissemination, distribution or copying of this file, and any attachments thereto, is strictly prohibited. If you have received this file in error, please notify me by telephone at (888) 447-7011 and permanently delete the original and any copy of this file and my original (herein).



With Lincoln National Life Insurance Company
Disability and Life Claims Appeal
P.O. Box 22703
(Offices: 1-800-347-7988)
Phone: 1-866-437-7701
Fax: 1-866-427-1888

August 22, 2022

Anthony B. Stantone, Esq.
Berkman B. Stantone
6285 W. 111th Street, Suite 1000
Chicago, IL 60641
MAYNARD B. STANTONE, P.C., NEW YORK, NY 10036

RE: Deceased: Rose Kavanaugh
Policyholder: Wingard Full Memorial Medical
Policy #: 543738000742801
Claim #: IPB093775

Dear Anthony B. Stantone, Esq.:

We have completed our appeal review of the above-referenced claim for Group Life Insurance under Group Life Insurance Policy No. 543738000742801 (hereinafter "Policy") issued by The Lincoln National Life Insurance Company (hereinafter "Lincoln") to Wingard Full Memorial Medical Center. We have determined that the denial of benefits will be maintained.

Initial Claim Decision

Group Life Insurance Benefits were denied from the Policy that Rose Kavanaugh was not an covered employee under the Policy at the time of her death.

The denial for the claim was denied in all other date (May 26, 2022). The estate of Rose Kavanaugh did not provide an opportunity for requested an appeal review of the denial by submitting a written request stating the reason why the claim should not have been denied and submitting additional information to support the claim.

Appeal

We received your appeal request dated July 28, 2022. You indicated you requested the following information on or about June 15, 2022 (in summary): Copy of the Life claim Policy, copies of any and all correspondence between Lincoln and Rose Kavanaugh or her representative, copies of any and all documents submitted by Wingard Full Memorial Medical Center to Lincoln, copies of the payment ledger for premium paid by the employer on Rose Kavanaugh's behalf.

You indicated you only received a copy of the Life Policy and did not receive the remaining items requested. Please note, we submitted a copy of the Life Policy and the completed administrative file to the

~~Mr. Kavanaugh would have been entitled to file a claim for benefits on June 17, 2022, per your argument.~~

~~Please also advise, any information regarding premium paid by the employee on Mr. Kavanaugh's behalf would have been obtained from the Niagara Falls Memorial Medical Center. In addition, any correspondence between Mr. Kavanaugh and Niagara Falls Memorial Medical Center would have been obtained from Niagara Falls Memorial Medical Center.~~

You provided a timeline of events pertinent to Mr. Kavanaugh's claim and you outlined Policy language as it related to the Conversion Privilege provision. You indicated Mr. Kavanaugh, besides the panel received written notices regarding the Conversion Privilege which you opined would have extended the Conversion Privilege deadline to a date that would have supported the view in the letter from your firm.

This supported Mr. Kavanaugh's appeal you submitted the following information:

- Policy Summary—Box Up Thread for Steve Kavanaugh, printed on July 27, 2022

Initial Rendition

Because of all the issues you appeal, you have provided the information in the file in its entirety and have provided all information, facts and circumstances pertaining to this claim. According to the information on file, Steve Kavanaugh had worked for Niagara Falls Memorial Medical Center on April 16, 2020. We received a Proof of Death from the Niagara Falls Memorial Medical Center on March 17, 2022 that indicated Mr. Kavanaugh's date of death was May 26, 2021.

The Policy allows for the Spouse to continue a Covered Employee's coverage for up to twelve months by paying the required premium if the Covered Employee is entitled to unpaid leave of absence due to disability. Under this provision, Mr. Kavanaugh would have then continued coverage until April 16, 2021 (two months after he had worked). Mr. Kavanaugh was over the age of forty at the date he had worked, so he was entitled to the continued coverage under the Waiver of Premium for Total Disability provision.

Under the Policy, if a participant of a Covered Employee's coverage and the Covered Employee may convert the amount that he/she can not claim life insurance policy by making written application and paying the first premium payment within thirty one days after the coverage ends, or is reduced. Mr. Kavanaugh would have had thirty one days from April 16, 2021 to May 16, 2021 to convert his group life coverage to an individual life policy. It had been confirmed that Mr. Kavanaugh did not convert his Group Life Insurance from his individual Life Insurance Policy provided he did within thirty one days of all cover life conversion.

We addressed the argument that Mr. Kavanaugh did not see or not intention to continue/convert the life insurance coverage, however, as outlined above, under the terms of the Policy, Mr. Kavanaugh would only have continued coverage until April 16, 2021. It can often be difficult for Mr. Kavanaugh to fully understand what is required to file a request with the Niagara Falls Memorial Medical Center on August 2, 2022 and August 9, 2022 to confirm if and when the written notice of conversion privilege was mailed to Mr. Kavanaugh. We have not received a response. This is the obligation of the plan sponsor, Niagara Falls Memorial Medical Center, to provide timely and

accurate information necessary for [Redacted] to provide a reservation and prioritization service. Any further questions from [Redacted] may be directed to [Redacted] [Redacted] Medical Center.

Conclusion

We conducted a thorough and independent review of the entire claim. Based on the facts of the case and the terms of the Policy, we maintain that the group life benefit is not payable. Rose Keaunaugh was not covered under the Policy at the time of her death.

This claim decision is the final evaluation of the claim facts and Policy provisions.

The Policy

Maguire-Ford Memorial Medical Center's Group Life Policy No. 2020-00049801 states in part:

"**Covered Employee**" means a person in [Redacted] Employee insured under this policy.

"**Spouse**" means the entity covered under this policy in its sole.

"**Active Employment**" means the Employee must be actually at work for the Spouse:

1. on full-time or part-time basis until paid up earnings;

2. for at least the minimum number of days shown in the Schedule of Benefits, and actual performance with work:

as on the Spouse's usual place of business; or

to attend a session with the Spouse's business requires the Employee to travel.

An Employee will be considered actively at work if he was actually at work on the day immediately preceding:

1. an accident (except where on board of vessel they are sick all work days);

2. holidays (except when the holiday is a sick day);

3. paid vacations;

4. army national guard work days;

5. an unusual leave of absence (except medical leave from the General Reserve or a disabling condition and lay-off); and

6. an emergency leave of absence (except emergency medical leave from the General Reserve or a disabling condition).

Leave of Absence Due to Disability

The Spouse may continue the Covered Employee's coverage(s) by paying the required premiums, if the Covered Employee is granted an approved leave of absence due to a disability.

The Covered Employee's coverage(s) will continue for up to 12 months. The continuing coverage(s) under this provision, the Spouse agrees to treat all Covered Employees equally.

Termination of a Covered Employee's Insurance

A Covered Person will cease to be insured on the earliest of the following dates:

11. the date this policy terminates, but without prejudice to any premium paid for the time of continuation;
22. the date the Covered Employee is no longer an employee;
33. the date the Covered Employee dies or is no longer insured for insurance;
44. the date employment (with or without Employee) or liability ends for any reason; or
55. the date the Covered Employee ceases to be an Employee due to a disability, including any similar, non-disability, condition.

Any person that is no longer insured under this policy (if any other(s) cease(s) to be covered).

Waiver of Premium for Total Disability

If a Covered Employee becomes Totally Disabled while insured under this policy he may be eligible for continued coverage without premium payment, provided that:

11. he becomes Totally Disabled while insured under this policy until age 60;
22. within one year from the date he is no longer insured under this policy receives medical treatment that his Total Disability has continued for 6 months; and
33. during the three months before each anniversary of receipt of initial Total Disability receives medical continuation of Total Disability.

Conversion Policy and Individual Insurance or Reduction of Premium

If full payment for Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy within 30 days after coverage ends or is reduced, or longer as extended by the medical premium. Conversion is subject to the following conditions:

11. the Covered Employee's insurance ceases because of termination of employment or membership in a class eligible for coverage under this policy;
22. the policy is terminated;
33. the Covered Employee's insurance is reduced due to changes in class or amount under this policy;
44. the Covered Employee's insurance ceases eligible for continuation of Life Insurance; or
55. the Covered Employee's employment is terminated.

The individual policy will be issued without Evidence of Insurability. It will contain Life Insurance Benefits only, in any one of the forms currently issued by Liberty, at the option of the Covered Employee, provided by one year of term insurance, in amounts equal to the amount of the Covered Employee's protection under this policy. The premium continuation of coverage will consist of a monthly and permanent disability, the Covered Employee may convert the any of the forms currently issued by Liberty, including premium rates currently provided by the plan of term insurance, in amounts equal to the amount of the Covered Employee's protection under this policy. The premium due will be based on the premium schedule that applies to the Covered Employee's class of insurance with the Policy and the amount of the policy at his/her annual age. The individual policy will be effective on the date the Covered Employee's group

~~accrued and unpaid under this policy.~~

Written Notice of Conversion Privilege

~~If a Covered Employee is eligible to convert his life insurance, as described on the previous page, the Sponsor must provide him with notice, within fifteen (15) days of the Covered Employee's mailing his last known address, or Liberty must provide written notice mailed to the Covered Employee at the last address furnished by the Sponsor. Such written notice must be mailed within 15 days of the date the Covered Employee is eligible to convert his insurance privilege.~~

~~If written notice is given more than 15 days, but less than 90 days, after the date the Covered Employee was eligible to convert his life insurance, the time allowed for conversion is extended from 15 days after the giving of such notice.~~

~~If notice is not given within 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed will expire within 90 days.~~

Action Within the Summary Conversion Notice Period

~~If a Covered Employee files within the summary conversion notice period, Liberty will pay to his beneficiary the amount he was eligible to convert. Such insurance will be paid under this policy. Any premium paid on a supplemental policy will be refunded.~~

~~If the Employee is dissatisfied with the amount he receives from the Social Security Administration (SSA) appeal your SSA office to file an appeal of the amount paid by SSA, and to submit any additional information you would like to be considered as part of the appeal. Once the conduct of the first and final review of the appeal and we have determined that the claim will not be maintained. At this time, the administrator is going to review the claim estimate and the further review will be conducted by SSA.~~

~~You may request a review, free of charge, copies of all documents relevant to the claim. You have the right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination review.~~

~~The Niagara Falls Mutual Life and General Group Life Policy contains the following provision:~~

Legal Proceedings

~~A claimant on the claimant's initial appeal may file a summary legal action:~~
~~12, and 60 days after filing a claim has been denied, or~~
~~22 more than two years after the time filing of claim is required.~~

~~Legal actions are continuing upon final hearing, unless the Claims and Appeals procedure outlined in this policy.~~

~~Under ERISA, if the claimant is subject to ERISA, the may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact either ERISA USA, the government's Office of your state insurance regulatory agency. In addition, once all the required steps of this ERISA claimant's claim has been completed, she has the right to bring a civil action under applicable law. Most insurance companies plan has a contractual limitation period of two years, which means that a lawsuit must be brought within two years after the date written proof of claim was received.~~

This information is provided for purposes of the claim only, as the time provided in this document may differ based on the specific and applicable policy language.

Nothing in this letter should be construed as a waiver of any time limit and defense under the above captioned Policy, and all of the rights and defenses are reserved to the Company, whether or not they are specifically mentioned herein.

Decisions made by Unico are based on the provisions outlined in Page 1 of the General Medical Claims & Group Life Policy. No internal rules, guidelines, protocols, standards or similar criteria were relied upon in rendering the claim determination.

If you wish to take this matter up with the New York Department of Financial Services, you may file with the Department at the following website:

<http://www.dfs.ny.gov/consumer/> or you may write to or visit the Consumer Assistance Unit, Financial Fraud and Consumer Protection Division, New York Department of Financial Services, One State Street, New York, NY 10004, One Commerce Plaza, Albany, NY 122377, 335 Washington Street, Suite 300, Buffalo, NY 14203, 1999 Franklin Avenue, Suite 200, Canfield City, NY 14220, 284 Main Street, Box 2100, Oneonta, NY 13820, or 333 West Washington Street, Syracuse, NY 13202.

If you require language translation or assistance, please contact the following service provided free of charge to assist with understanding your claim and appeals rights:

<http://www.unico.com/claims/translation.aspx>

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Many many unico agents have full time law firms, many attorney networks are affiliated with insurance companies.

If you have any questions regarding this letter, please contact me.

Sincerely,

Jeanette DiMaggio
Claim Resolution Specialist

~~Defendant Name: (000) 427-7601 (Real Estate)~~
~~Defendant Name: (000) 427-4888~~



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 427-1888

Date: August 22, 2022

To: ANTHONY RESTAINO, ESQ.
RESTAINO & REDDIEN
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS NY 14304

Attn:

Fax: (716) 235-5886

From: Jennifer Dimaggio
Claim Resolution Specialist
Phone No.: (888) 437-7611
Secure Fax No.: (603) 427-1888

Total Pages
(Including Cover): 8

RE:

Claim #: 12608576
Claimant: Rose Kavanaugh

Niagara Falls Memorial Medical

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The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 427-1888

August 22, 2022

Anthony Restaino, Esq.
Restaino & Reddien
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS, NY 14304

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Anthony Restaino, Esq.:

We have completed our appeal review of the above-referenced claim for Group Life benefits under Group Life Insurance Policy No. SA3-880-054498-01 (hereinafter "Policy") issued by The Lincoln National Life Insurance Company (hereinafter "Lincoln") to Niagara Falls Memorial Medical Center. We have determined that the denial of benefits will be maintained.

Initial Claim Decision

Group life insurance benefits were denied on the basis that Rose Kavanaugh was not a covered employee under the Policy at the time of her death.

The basis for the decision was outlined in a letter dated May 26, 2022. The estate of Rose Kavanaugh was provided an opportunity to request an appeal review of the denial by submitting a written request stating the reasons why the claim should not have been denied and submitting additional information to support the claim.

Appeal

We received your appeal request dated July 28, 2022. In your letter you indicated you requested the following information on or about June 15, 2022 (in summary): Copy of the Life claim Policy, copies of any and all correspondence between Lincoln and Mrs. Kavanaugh or her representatives, copies of any and all documents submitted by Niagara Falls Memorial Medical Center to Lincoln, copies of a payment ledger for premiums paid by the employer on Mrs. Kavanaugh's behalf.

You indicated you only received a copy of the Life Policy and did not receive the remaining items requested. Please note, we emailed a copy of the Life Policy and the complete administrative file to

ARESTAINO@RESTAINOREDDIEN.COM on June 17, 2022 per your request.

Please be advised, any information regarding premiums paid by the employer on Mrs. Kavanaugh's behalf would have to be obtained from the Sponsor, Niagara Falls Memorial Medical Center. In addition, any correspondence between Mrs. Kavanaugh and Niagara Falls Memorial Medical Center would have to be obtained from Niagara Falls Memorial Medical Center.

You provided a timeline of events pertinent to Mrs. Kavanaugh's claim and you outlined Policy language as it related to the Policy's Conversion Privilege provision. You indicated Mrs. Kavanaugh, nor her husband, received written notice regarding the Conversion Privilege which you opined would have extended the Conversion Privilege deadline to a date that would have supported she was in fact eligible for benefits.

In support of Mrs. Kavanaugh's appeal you submitted the following information:

- Pay Summaries – Rollup Totals for Rose Kavanaugh, printed on July 27, 2022\

Appeal Evaluation

To ensure a full and fair review on appeal, we have reviewed the information in the file in its entirety and have considered all information, facts and circumstances pertaining to this claim. According to the information on file, Rose Kavanaugh last worked for Niagara Falls Memorial Medical Center on April 16, 2020. We received a Proof of Death Form from Niagara Falls Memorial Medical Center on March 17, 2022 that indicated Mrs. Kavanaugh's date of death was May 26, 2021.

The Policy allows for the Sponsor to continue a Covered Employee's coverage for up to twelve months by paying the required premiums if the Covered Employee is granted an approved leave of absence due to disability. Under this provision, Mrs. Kavanaugh would have had continued coverage until April 16, 2021 (twelve months after she last worked). Mrs. Kavanaugh was over the age of sixty as of her date last worked, so she was not eligible for continued coverage under the Waiver of Premium for Total Disability provision.

Under the Policy, if all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy by making written application and paying the first premium payment within thirty one days after the coverage ends or is reduced. Mrs. Kavanaugh would have had thirty one days from April 16, 2021 to May 16, 2021 to convert her group life coverage to an individual life policy. It had been confirmed that Mrs. Kavanaugh did not convert her Group Life Insurance to an Individual Life Insurance Policy, nor did she die within the thirty one days allowed for conversion.

We acknowledge your argument that Mrs. Kavanaugh did not receive notification to continue/convert her life insurance coverage, however, as outlined above, under the terms of the Policy, Mrs. Kavanaugh would only have continued coverage until April 16, 2021. In an effort to afford Mrs. Kavanaugh's every consideration, we reached out to Niagara Falls Memorial Medical Center on August 2, 2022 and August 9, 2022 to confirm if and when the written notice of conversion privilege was mailed to Mrs. Kavanaugh. To date, we have not received a response. It is the obligation of the plan sponsor, Niagara Falls Memorial Medical Center, to provide timely and

accurate information necessary for Lincoln to provide conversion and portability notification services. Any further questions about this matter may be directed to Niagara Falls Memorial Medical Center.

Conclusion

We conducted a thorough and independent review of the entire claim. Based on the facts of the case and the terms of the Policy, we maintain that the group life benefit is not payable as Rose Kavanaugh was not covered under the Policy at the time of her death.

This claim decision reflects an evaluation of the claim facts and Policy provisions.

The Policy

Niagara Falls Memorial Medical Center's Group Life Policy No. SA3-880-054498-01 states, in part:

"Covered Employee" means a person in Active Employment insured under this policy.

"Sponsor" means the entity to whom this policy is issued.

"Active Employment" means the Employee must be actively at work for the Sponsor:

1. on a full-time or part-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires the Employee to travel.

An Employee will be considered actively at work if he was actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for the Covered Person's own disabling condition and lay-off); and
6. an emergency leave of absence (except emergency medical leave for the Covered Person's own disabling condition).

Leave of Absence Due to Disability

The Sponsor may continue the Covered Employee's coverage(s) by paying the required premiums, if the Covered Employee is granted an approved leave of absence due to a disability.

The Covered Employee's coverage(s) will not continue beyond a period of 12 months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

Termination of a Covered Person's Insurance

A Covered Person will cease to be insured on the earliest of the following dates:

1. the date this policy terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date the Covered Employee is no longer in an eligible class;
3. the date the Covered Employee's class is no longer included for insurance;
4. the date employment (status as an active Employee) or eligibility ends for any reason; or
5. the date the Covered Employee ceases to be in Active Employment due to a labor dispute, including any strike, work slowdown, or lockout.

Liberty reserves the right to review and terminate all classes insured under this policy if any class(es) cease(s) to be covered.

WAIVER OF PREMIUM FOR TOTAL DISABILITY

If a Covered Employee becomes Totally Disabled while insured under this policy he may be eligible for continued Life Insurance coverage without premium payment, provided that:

1. he becomes Totally Disabled while insured under this policy and before age 60;
2. within one year from the date he is no longer in Active Employment Liberty receives initial Proof that his Total Disability has continued for 6 months; and
3. during the three months before each anniversary of receipt of initial Proof, Liberty receives Proof of continuation of Total Disability.

Conversion Privilege at Individual Termination or Reduction of Benefits

If all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy within 31 days after coverage ends or is reduced, or longer as extended by the notice provision. Conversion is subject to the following conditions:

1. the Covered Employee's insurance ceases because of termination of employment or of membership in a class eligible for coverage under this policy;
2. the policy is terminated;
3. the Covered Employee's insurance is reduced due to a change in class or an amendment to the policy;
4. the Covered Employee changes to a class eligible for a smaller amount of Life Insurance; or
5. the Covered Employee's employment is terminated.

The individual policy will be issued without Evidence of Insurability. It will contain Life Insurance benefits only, in any one of the forms customarily issued by Liberty, at the option of the Covered Employee, preceded by one year of term insurance, in an amount equal to the amount of the Covered Employee's protection under this policy. In the event termination of coverage due to total and permanent disability, the Covered Employee may convert to any of the forms customarily issued by Liberty, including permanent term insurance optionally preceded by one year of term insurance, in an amount equal to the amount of the Covered Employee's protection under this policy. The premium due will be based on the premium schedule that applies to the Covered Employee's class of risk to which he belongs and to the form and amount of the policy at his then attained age. The individual policy will be effective on the date the Covered Employee's group

coverage ends under this policy.

Written Notice of Conversion Privilege

When a Covered Employee is eligible to convert his life insurance, as described on the previous page, the Sponsor must provide him written notice, either given to the Covered Employee or mailed to his last known address, or Liberty must provide written notice mailed to the Covered Employee at the last address furnished by the Sponsor. Such written notice must be made within 15 days before or after the date the Covered Employee is eligible to exercise the conversion privilege.

If written notice is given more than 15 days, but less than 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed for conversion is extended for 45 days after the giving of such notice.

If notice is not given within 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed will expire at the end of 90 days.

Death Within the Statutory Conversion Notice Period

If a Covered Employee dies within the statutory conversion notice period, Liberty will pay to his beneficiary the amount he was eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded.

Under the Employee Retirement Income Security Act (ERISA) appeal guidelines, you were entitled to appeal the decision made by Lincoln, and to submit any additional information you wished to be considered as part of the appeal. Lincoln has conducted a full and fair review of this appeal and we have determined that the denial of benefits will be maintained. At this time, the administrative right to review has been exhausted and no further review will be conducted by Lincoln.

You may request to receive, free of charge, copies of all documents relevant to Rose Kavanaugh's claim. You have the right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

The Niagara Falls Memorial Medical Center's Group Life Policy contains the below provision:

Legal Proceedings

A claimant or the claimant's authorized representative cannot start any legal action:

- 1. until 60 days after Proof of claim has been given; or*
- 2. more than two years after the time Proof of claim is required.*

Legal actions are contingent upon first having followed the Claims and Appeals procedure outlined in this policy.

If Mrs. Kavanaugh's plan is subject to ERISA, she may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact her local U.S. Department of Labor Office or your state insurance regulatory agency. In addition, once all required reviews of Mrs. Kavanaugh's claim have been completed, she has the right to bring a civil action under applicable law. Mrs. Kavanaugh's employer's plan has a contractual limitations period of two years, which means that a lawsuit must be brought within two years after the date written proof of claim was required.

This information is provided for purposes of this claim only, as the time proof of claim is required may differ based on claim specifics and applicable policy language.

Nothing in this letter should be construed as a waiver of any Lincoln rights and defenses under the above captioned Policy, and all of these rights and defenses are reserved to the Company, whether or not they are specifically mentioned herein.

Decisions made by Lincoln are based on the provisions outlined in Niagara Falls Memorial Medical Center's Group Life Policy. No internal rules, guidelines, protocols, standard or other similar criteria were relied upon in rendering the claim determination.

Should you wish to take this matter up with the New York Department of Financial Services, you may file with the department either on its website at <http://www.dfs.ny.gov/consumer/fileacomplaint.htm> or you may write to or visit the Consumer Assistance Unit, Financial Frauds and Consumer Protection Division, New York Department of Financial Services, One State Street, New York, NY 10004; One Commerce Plaza, Albany, NY 12257; 535 Washington Street, Suite 305, Buffalo, NY 14203; 1399 Franklin Avenue, Suite 203, Garden City, NY 11530; 28 Hill Street, Room 210, Oneonta, NY 13820; or 333 East Washington Street, Syracuse, NY 13202

If you require language translation assistance, please contact Lincoln to initiate a service provided free of charge to assist with understanding your claim and appeal rights.

如果您需要翻译方面的帮助, 请联系我, 我会免费为您服务以便了解您的要求和诉求。

Shá ata' hane'go shíká a'doowoł nínízingo saad hosínlí' dóó ná'ookąah níní'ágóo naaltsoos níníltsoozígíí hazho'ó bik'idi'deeshtíł nínízingo doo báąh ílinígóó níká a'doowoł éí biniiyé shił hodíílnih áko ákwe'égi níká adeeshwoł.

Si necesita traducción, contácteme para iniciar un servicio gratuito a fin de ayudarle a entender sus derechos de reclamo y apelación.

Kung nangangailangan ka ng tulong sa translation, mangyaring makipag-ugnayan sa akin upang gumamit ng serbisyong ibinigay nang walang bayad upang matulungan kang maunawaan ang iyong mga karapatan sa paghahabol at pag-aapela.

If you have any questions regarding this matter, please contact me.

Sincerely,

Jennifer Dimaggio
Claim Resolution Specialist

Phone No.: (888) 437-7611 Ext. 59238
Secure Fax No.: (603) 427-1888

From:Crinklaw, Curt
Sent:Thu, 4 Aug 2022 13:33:11 +0000
To:Dimaggio, Jennifer
Subject:RE: Life claim question 12608576

Thanks for providing. There is no match under that name for anything. This member did not elect any port/conversion options.

Hope this helps and good luck.

From: Dimaggio, Jennifer <Jennifer.Dimaggio@lfg.com>
Sent: Wednesday, August 3, 2022 2:24 PM
To: Omaha Conversions <conversions@lfg.com>
Subject: RE: Life claim question 12608576

Thank you for the information, her name is Rose Kavanaugh.

Thanks!

Jennifer Dimaggio
Claim Resolution Specialist

888-437-7611 x59238 Office

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From: Omaha Conversions <conversions@lfg.com>
Sent: Wednesday, August 3, 2022 3:15 PM
To: Dimaggio, Jennifer <Jennifer.Dimaggio@lfg.com>
Subject: RE: Life claim question 12608576

Thanks for your email. This group Niagara Falls Memorial Medical, 80-054498 does not participate in the P&C term packet service and is contractually responsible for providing P&C notification to their employees. I don't have line of sight to S1 claims so I don't have any info to provide. What's the claimant's name?

From: Dimaggio, Jennifer <Jennifer.Dimaggio@lfg.com>
Sent: Wednesday, August 3, 2022 12:39 PM
To: Omaha Conversions <conversions@lfg.com>
Subject: Life claim question 12608576

Good Afternoon,

I am processing a Life appeal for a Niagara Falls Memorial Medical (prior to termination) employee on the SystemOne side. Do you happen to know if the employer is responsible for sending the conversion paperwork to the employee or if they ask Lincoln to send it? Do you happen to have any information regarding the above referenced claim?

Thank you,



Jennifer Dimaggio
Claim Resolution Specialist

888-437-7611 x59238 Office

603-427-1866 Fax



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From:Dimaggio, Jennifer
Sent:Tue, 9 Aug 2022 16:27:50 +0000
To:Renee.DeLuke@nfmmc.org
Subject:FW: Group Life Claim - Rose Kavanaugh, Claim 12608576 (secure)

Good Afternoon Renee,

I am following up on the below email one more time prior to upholding our determination to deny benefits. Do you happen to know if and when the conversion paperwork was sent to the employee?

Thank you,

Jennifer Dimaggio
Claim Resolution Specialist

888-437-7611 x59238 Office

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From: Dimaggio, Jennifer
Sent: Tuesday, August 2, 2022 10:09 AM
To: Renee.DeLuke@nfmmc.org; lynnette.james@nfmmc.org
Subject: Group Life Claim - Rose Kavanaugh, Claim 12608576 (secure)

Good Morning,

I am processing the appeal of Rose Kavanaugh's Life claim and the Policy contains the below provision:

Written Notice of Conversion Privilege

When a Covered Employee is eligible to convert his life insurance, as described on the previous page, the Sponsor must provide him written notice, either given to the Covered Employee or mailed to his last known address, or Liberty must provide written notice mailed to the Covered Employee at the last address furnished by the Sponsor. Such written notice must be made within 15 days before or after the date the Covered Employee is eligible to exercise the conversion privilege.

If written notice is given more than 15 days, but less than 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed for conversion is extended for 45 days after the giving of such notice.

If notice is not given within 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed will expire at the end of 90 days.

Can you please confirm if the Notice of Conversion was sent to Ms. Kavanaugh and if so, on what date?

Thank you,



Jennifer Dimaggio
Claim Resolution Specialist

888-437-7611 x59238 Office

603-427-1866 Fax

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From:Dimaggio, Jennifer
Sent:Tue, 2 Aug 2022 11:00:11 +0000
To:Duvall, Elaine
Subject:RE: Niagara Falls Memorial Medical

Good Morning Elaine,

Thank you for confirming. The employee passed away in May 2021 so I will follow-up with the employer.

Thank you,

Jennifer Dimaggio
Claim Resolution Specialist

888-437-7611 x59238 Office

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From: Duvall, Elaine <Elaine.Duvall@lfg.com>
Sent: Monday, August 1, 2022 3:34 PM
To: Dimaggio, Jennifer <Jennifer.Dimaggio@lfg.com>
Subject: RE: Niagara Falls Memorial Medical

This customer has been termed with Lincoln since 6/1/2021. When was the employee's termination date? The employer was responsible for sending the conversion paperwork. But I am wondering if maybe this should be with their new carrier and not with Lincoln?

Elaine S. DuVall
Senior Account Service Manager

531-375-4093 Office
412-807-1468 Mobile

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From: Dimaggio, Jennifer <Jennifer.Dimaggio@lfg.com>
Sent: Monday, August 1, 2022 2:12 PM
To: Duvall, Elaine <Elaine.Duvall@lfg.com>
Subject: FW: Niagara Falls Memorial Medical

Good Afternoon,

I need to confirm who sends the conversion notices for this Life customer in my review of one of their appeals. Is this something you will be able to assist with?

Thank you,

Jennifer Dimaggio
Claim Resolution Specialist

888-437-7611 x59238 Office

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From: Wright, Shanon Marie <ShanonMarie.Wright@lfg.com>
Sent: Monday, August 1, 2022 1:04 PM
To: Dimaggio, Jennifer <Jennifer.Dimaggio@lfg.com>
Subject: RE: Niagara Falls Memorial Medical

Hi Jennifer,

You would need to confirm it with the ASM for the client. I'm not sure if the client sends a file feed to the conversions team or if it's a manual process. The ASM would be able to advise you.

Thanks,

Shanon Marie Wright
Manager
GP Life

603.200.6737 Office

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From: Dimaggio, Jennifer <Jennifer.Dimaggio@lfg.com>
Sent: Monday, August 1, 2022 12:32 PM
To: Wright, Shanon Marie <ShanonMarie.Wright@lfg.com>
Subject: Niagara Falls Memorial Medical

Good Morning Shanon,

I am reviewing a LIFE appeal and I need to confirm who is responsible for sending the conversion paperwork for the above referenced group. Do you happen to know? I need to confirm if and when it was sent but I am not sure who to follow-up with.

Thank you,



Jennifer Dimaggio
Claim Resolution Specialist

888-437-7611 x59238 Office

603-427-1866 Fax



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From:Dimaggio, Jennifer
Sent:Tue, 2 Aug 2022 14:08:36 +0000
To:Renee.DeLuke@nfmmc.org,lynnette.james@nfmmc.org
Subject:Group Life Claim - Rose Kavanaugh, Claim 12608576 (secure)

Good Morning,

I am processing the appeal of Rose Kavanaugh's Life claim and the Policy contains the below provision:

Written Notice of Conversion Privilege

When a Covered Employee is eligible to convert his life insurance, as described on the previous page, the Sponsor must provide him written notice, either given to the Covered Employee or mailed to his last known address, or Liberty must provide written notice mailed to the Covered Employee at the last address furnished by the Sponsor. Such written notice must be made within 15 days before or after the date the Covered Employee is eligible to exercise the conversion privilege.

If written notice is given more than 15 days, but less than 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed for conversion is extended for 45 days after the giving of such notice.

If notice is not given within 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed will expire at the end of 90 days.

Can you please confirm if the Notice of Conversion was sent to Ms. Kavanaugh and if so, on what date?

Thank you,



Jennifer Dimaggio
Claim Resolution Specialist

Lincoln Financial Group
LincolnFinancial.com

888-437-7611 x59238 Office

603-427-1866 Fax



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The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 427-1866

Date: August 1, 2022

To: ANTHONY RESTAINO, ESQ.
RESTAINO & REDDIEN
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS NY 14304

Attn:

Fax: (716) 235-5886

From: Jennifer Dimaggio
Claim Resolution Specialist
Phone No.: (888) 437-7611
Secure Fax No.: (603) 427-1866

Total Pages
(Including Cover): 3

RE:

Claim #: 12608576
Claimant: Rose Kavanaugh

Niagara Falls Memorial Medical

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The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 427-1866

August 1, 2022

Anthony Restaino, Esq.
Restaino & Reddien
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS, NY 14304

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Anthony Restaino, Esq.:

The Lincoln Life Assurance Company of Boston (Lincoln) is responsible for managing claims for group life insurance benefits under Niagara Falls Memorial Medical's Group Life Insurance Policy (the Policy). We are writing in reference to the above-referenced claim for group life insurance benefits under the Policy.

We received your request for review of the recent claim determination of the above-referenced claim on July 28, 2022.

We understand this is all of the information you intend to submit for our consideration of the appeal. Consequently, the file has been forwarded to Lincoln's Appeal Review Unit for a full, and fair review.

I will be your dedicated Appeal Consultant. If you have any questions regarding the status of the appeal, you may contact me at 1-888-437-7611 extension 59238 during the hours of 7am to 3:30 pm EST.

In accordance with the Employee Retirement Income Security Act (ERISA), under normal circumstances, you will be notified in writing of a final decision within 60 days from the date your request for review was received, excluding any days in which we are waiting for you to submit documentation. We will contact you if there are special circumstances requiring a delay in Lincoln's response, and you will be notified of our decision no later than 120 days after the request for review was received.

If you have any questions regarding this matter, please contact me.

Sincerely,

Jennifer Dimaggio
Claim Resolution Specialist
Phone No.: (888) 437-7611 Ext. 59238
Secure Fax No.: (603) 427-1866



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

Date: July 29, 2022

To: ANTHONY RESTAINO, ESQ.
RESTAINO & REDDIEN
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS NY 14304

Attn:

Fax: (716) 235-5886

From: Becky Averill
Claim Resolution Coordinator
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

Total Pages
(Including Cover): 3

RE:

Claim #: 12608576
Claimant: Rose Kavanaugh

Niagara Falls Memorial Medical

This fax, and any attachments thereto, is intended only for the use of the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this fax, you are hereby notified that any dissemination, distribution or copying of this fax, and any attachments thereto, is strictly prohibited. If you have received this fax in error, please notify me by telephone at (888) 437-7611 and permanently shred the original and any copy of any fax and any printout thereof.



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

July 29, 2022

Anthony Restaino, Esq.
Restaino & Reddien
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS, NY 14304

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Anthony Restaino, Esq.:

The Lincoln National Life Insurance Company is responsible for managing Group Life Coverage claims under Niagara Falls Memorial Medical Center's Group Life Policy.

We received your request for review of the recent claim determination on July 28, 2022, along with supplemental documentation, on behalf of the Estate of Rose G. Kavanaugh.

We understand that you do not intend to send further information to be reviewed as part of the appeal.

Consequently, the file is being forwarded to Lincoln's Appeal Review Unit for a full, and fair review. The claim will be assigned to an Appeal Consultant who will contact you when they have completed their review of the appeal. If you have any questions regarding the status of the appeal prior to hearing from the Appeal Consultant, you may contact the Appeal Review Unit at 1-888-437-7611 during the hours of 8am to 5pm Eastern Standard Time.

In accordance with the Employee Retirement Income Security Act (ERISA), under normal circumstances, you will be notified in writing of a final decision within 60 days from the date your request for review was received, excluding any days in which we are waiting for you to submit documentation. We will contact you if there are special circumstances requiring a delay in Lincoln' response, and you will be notified of our decision no later than 120 days after the request for review was received.

If you have any questions regarding this matter, please contact me.

Sincerely,

Becky Averill
Claim Resolution Coordinator
Phone No.: (888) 437-7611 Ext. 16668
Secure Fax No.: (603) 430-1601

From: [Anthony Restaino](#)
To: [LifeClaimDocs](#)
Subject: Claim #: 12608576 - Rose G. Kavanaugh
Date: Thursday, July 28, 2022 2:11:07 PM
Attachments: [7-28-22 - Appeal to Lincoln Financial.pdf](#)

This email is from an external source. Only open links and attachments from a Trusted Sender.

Ms. Averill,

Attached to this email, please find our Appeal submission relative to the denial of Claim # 12608576. In addition to this email, I have also faxed said document to the fax numbers you have provided to me.

I would kindly request that you advise how long it will take for the Appeal to be reviewed and a decision made.

Also, I would request that you or another representative acknowledge receipt of our Appeal. A simple email confirming receipt will suffice.

Should you wish to discuss this matter, please do not hesitate to contact my office.

Thank you

Anthony Restaino

--



Anthony L. Restaino, Esq.
Restaino Reddien, LLP
6928 Williams Road, Suite 4
Niagara Falls, NY 14304
T: (716) 235-5885
F: (716) 235-5886
arestaino@restainoreddien.com
www.restainoreddien.com

Pursuant to U.S. Treasury Department Circular 230, unless we expressly state otherwise, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties or (ii) promoting, marketing or recommending to another party any matter(s) addressed herein.

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6928 Williams Road, Suite 4, Niagara Falls, NY 14304
P: 716-235-5885 | F: 716-235-5886

July 28, 2022

SENT VIA FACSIMILE TO 603-427-1888 & 603-430-1601
& SENT VIA ELECTRONIC MAIL TO: LIFECLAIMDOCS@LFG.COM

Lincoln Financial Group
Attn: Claim #: 12608576
Attn: Becky Averill, Appeal Associate

RE: Estate of Rose G. Kavanaugh
Claim #: 12608576
Policy #: SA3-880-054498-01

APPEAL: DENIAL OF CLAIM #: 12608576

Dear Ms. Averill,

Please accept this correspondence and attachment as our request for an appeal of the denial of the above referenced claim.

On or about June 15, 2022, I sent Ms. Sunderlin a request for the following documents so that we could submit our appeal to the initial denial of this claim:

- Copy of the contract for the Life Claim policy at issue;
- Copies of any and all correspondence that was sent by Lincoln Financial to Mrs. Kavanaugh, or her representatives, from April 1, 2020 through June 1, 2021, with respect to the aforementioned Life Claim policy, including but not limited to notices regarding Conversion Privileges relative to this policy;
- Copies of any and all documents submitted by Niagara Falls Memorial Medical Center to Lincoln Financial relative to this claim. This request includes, but is not limited to, documents related to her work status from April 1, 2020 through June 1, 2021 and the initial claim paperwork that was submitted for the present claim and the date that this claim was received by Lincoln Financial; and
- Copies of a payment ledger for premiums paid by the employer on Mrs. Kavanaugh's behalf for this policy from April 1, 2020 through June 30, 2021

In said letter I also asked her the following: ***"If you do not have any of the above requested information, please indicate which items you do not possess and provide me with the name, phone***

July 28, 2022

Appeal - Claim #12608576

Page 2 of 4

number and mailing address of the individual(s) within Lincoln Financial who may have said documents. (emphasis added).

On or about July 11, 2022, I inquired with Ms. Sunderlin via email as to when I would receive a response to the documents requested. After speaking with you on July 13, 2022, a secured email was forwarded to me that same day.

Attached to that email was a copy of the policy contract, which I will reference in this Appeal. This responds to the first item referenced above that I requested on June 15, 2022.

In response to my request dated June 15, 2022, I did not receive copies of any correspondence between Lincoln Financial and Mrs. Kavanaugh, or her representative, regarding this Life Claim Policy, ***nor did I receive copies of any correspondence from Lincoln to Mrs. Kavanaugh or the Sponsor (NFMMC) regarding the Conversion Privileges under this policy*** (emphasis added). Finally, the response from Lincoln Financial did not indicate that there were other individuals who possessed this information or documentation.

ARGUMENT: DEATH WITHIN THE STATUTORY CONVERSION NOTICE PERIOD

In the denial of claim letter issued by Ms. Sunderlin on May 26, 2022, she states that Mrs. Kavanaugh's coverage under the "Leave of Absence Due to Disability" provision "would have ceased on April 16, 2021." The denial then provides the text of the policy regarding "Conversion Privilege at Individual Termination or Reduction of Benefits" which references a 31-day conversion period. In sum, the denial letter states as follows:

- April 16, 2020 – Mrs. Kavanaugh's last date worked
- April 16, 2021 – 12 months since last date worked, resulting in the end of Mrs. Kavanaugh's coverage under the "Leave of Absence Due to Disability" provision.
- May 17, 2021 – Expiration of the 31-day Conversion Period under the policy
- May 26, 2021 – Mrs. Kavanaugh's date of death

However, the timeline laid out in the denial of claim letter makes no mention of the "Written Notice of Conversion Privilege" provision in Section Four of the Policy contract.

The Conversion Privilege provision in Section Four of the Policy contract at issue provides as follows:

Conversion Privilege at Individual Termination or Reduction of Benefits

If all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy within 31 days after coverage ends or is reduced, **or longer as extended by the notice provision.** . . . (emphasis added).

As such, the 31-day conversion window relied upon in the denial of this claim is not a fixed period of time. As indicated in the italicized and bolded language of this provision, the time in which to convert is subject to the Written Notice of Conversion Privilege provision. As such, the time frame to convert can be longer than 31 days as it may be extended by the failure of the Sponsor or Liberty to provide proper notice under the written notice provision, which states the following:

July 28, 2022

Appeal - Claim #12608576

Page 3 of 4

Written Notice of Conversion Privilege

When a Covered Employee is eligible to convert his life insurance, as described on the previous page, *the Sponsor must provide him written notice, either given to the Covered Employee or mailed to his last known address, or Liberty must provide written notice mailed to the Covered Employee at the last address furnished by the Sponsor. Such written notice must be made within 15 days before or after the date the Covered Employee is eligible to exercise the conversion privilege* (emphasis added).

If written notice is given more than 15 days, but less than 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed for conversion is extended for 45 days after the giving of such notice.

If notice is not given within 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed will expire at the end of 90 days (emphasis added).

Pursuant to this language within the Policy, the Sponsor (NFMMC) and Liberty and/or Lincoln Financial (as administrator), were required to provide Mrs. Kavanaugh with notice of this conversion privilege within 15 days of April 16, 2021 (expiration of coverage under the “Leave of Absence Due to Disability” provision). Mrs. Kavanaugh, or her husband with whom she resided, never received any written notice regarding the Conversion Privilege from Liberty, Lincoln or the Sponsor at any point at all. With respect to the Sponsor, as evidenced by the ADP payroll ledger from NFMMC attached hereto as Exhibit A, Mrs. Kavanaugh was not terminated in the Niagara Falls Memorial Medical Center system until after her date of passing. As such, she never received written notice from the Sponsor of her Conversion Privilege under this policy. Furthermore, as illustrated in the documents received from Lincoln, the Claim Application submitted by the Sponsor (NFMMC) to Lincoln illustrates that the Sponsor paid the premium on this policy on June 1, 2021, which is after Mrs. Kavanaugh’s date of death.

As referenced above, on June 15, 2022, I requested that Lincoln Financial provide me with “copies of any and all correspondence that was sent by Lincoln Financial to Mrs. Kavanaugh, or her representatives, from April 1, 2020 through June 1, 2021, with respect to the aforementioned Life Claim policy, including but not limited to notices regarding Conversion Privileges relative to this policy. I received no such correspondence in response to this request.

Since Mrs. Kavanaugh did not receive the requisite notice within 90 days of April 16, 2021, Mrs. Kavanaugh’s time to convert would extend to at least July 15, 2021 (90 days after April 16, 2021) and arguably until October 13, 2021 (90 days after July 15, 2021).

Section Four of the Policy clearly provides that if a covered employee dies within the conversion period, then the policy will be paid out:

Death Within the Statutory Conversion Notice Period

If a Covered Employee *dies within the statutory conversion notice period*, Liberty will pay to his beneficiary the amount he was eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded. (emphasis added).

July 28, 2022
Appeal - Claim #12608576
Page 4 of 4

Mrs. Kavanaugh passed away on May 26, 2021. Given the fact that she never received the requisite Written Notice of Conversion Privilege under this policy, her conversion period would not have been 31-days from April 16, 2021, it would have been at least 90 days from April 16, 2021. Seeing that she passed away she passed away well before July 15, 2021 (90 days from April 16, 2021), the denial of this claim is improper and should be reversed.

As it seems clear that the denial should be reversed based on the plain language cited from the Policy's "Written Notice of Conversion Privilege" provision, I will not address by way of this correspondence any arguments relative to "Active Employment" and Mrs. Kavanaugh's last date worked being after April 16, 2020; evidenced by the ADP payroll log from the Sponsor attached hereto as Exhibit A. As illustrated in said document, as a thirty (30) year employee, Mrs. Kavanaugh accumulated a substantial amount of PTO and Extended Sick Pay time, which was regularly being paid to her from June 2020 through November 2020. Although those arguments are not being fully articulated at this time, we do hereby reserve the right to raise said arguments should this matter proceed to civil litigation.

Should you wish to discuss any portion of our appeal, or any other matters related to this claim, please do not hesitate to contact my office. Thank you for your time and consideration of this matter.

Very truly yours,


Anthony Restaino, Esq.

Enc(s). – Exhibit A

EXHIBIT A

EXHIBIT A

Pay Summaries - Rollup Totals

Name Kavanaugh, Rose G

	Year & Week	Pay Date	Period End Date	Gross	Net	Check / Voucher #	Co / File #
	2021 - 51 - 1	12/23/2021	12/18/2021	\$0.00	\$0.00	00000000	HOK/100513
	2021 - 24 - 2	06/16/2021	05/22/2021	\$-2,641.99	\$-2,117.23	45790891	HOK/100513
	2021 - 24 - 2	06/16/2021	06/15/2021	\$0.00	\$0.79	00000000	HOK/100513
	2021 - 21 - 1	05/27/2021	05/22/2021	\$2,641.99	\$2,117.23	45790891	HOK/100513
	2021 - 21 - 1	05/27/2021	05/22/2021	\$0.00	\$-0.79	00000000	HOK/100513
	2020 - 52 - 1	12/24/2020	12/19/2020	\$0.00	\$0.00	00000000	HOK/100513
	2020 - 48 - 1	11/25/2020	11/21/2020	\$1,056.72	\$930.77	45439349	HOK/100513
	2020 - 46 - 2	11/12/2020	11/07/2020	\$2,641.99	\$2,117.21	45410523	HOK/100513
	2020 - 44 - 1	10/29/2020	10/24/2020	\$2,641.99	\$2,117.22	45380453	HOK/100513
	2020 - 42 - 1	10/15/2020	10/10/2020	\$2,641.99	\$2,117.21	45352224	HOK/100513
	2020 - 40 - 2	10/01/2020	09/26/2020	\$2,641.99	\$2,117.23	45321757	HOK/100513
	2020 - 38 - 1	09/17/2020	09/12/2020	\$2,627.26	\$2,106.31	45292367	HOK/100513
	2020 - 36 - 1	09/03/2020	08/29/2020	\$2,641.99	\$2,117.22	45261398	HOK/100513
	2020 - 35 - 2	08/26/2020	08/26/2020	\$2,987.33	\$2,373.21	45252603	HOK/100513
	2020 - 24 - 1	06/08/2020	06/08/2020	\$0.00	\$0.00	00240203	HOK/100513
	2020 - 22 - 1	05/28/2020	05/23/2020	\$2,641.99	\$2,117.22	45059692	HOK/100513
	2020 - 20 - 1	05/14/2020	05/09/2020	\$2,641.99	\$2,117.22	45039775	HOK/100513
	2020 - 18 - 1	04/30/2020	04/25/2020	\$2,961.68	\$2,353.75	45016629	HOK/100513
	2020 - 16 - 1	04/16/2020	04/11/2020	\$2,987.32	\$2,372.72	44994904	HOK/100513
	2020 - 14 - 1	04/02/2020	03/28/2020	\$2,987.33	\$2,372.71	44971118	HOK/100513
	2020 - 12 - 1	03/19/2020	03/14/2020	\$3,162.33	\$2,502.21	44937642	HOK/100513
	2020 - 10 - 1	03/05/2020	02/29/2020	\$3,610.43	\$2,833.51	44895063	HOK/100513
	2020 - 08 - 1	02/20/2020	02/15/2020	\$2,987.33	\$2,372.72	44857148	HOK/100513
	2020 - 06 - 1	02/06/2020	02/01/2020	\$2,987.33	\$2,372.72	44818700	HOK/100513
	2020 - 04 - 1	01/23/2020	01/18/2020	\$2,991.82	\$2,376.04	44776873	HOK/100513

7/27/22, 3:41 PM

ADP Workforce Now - Pay Profile

2020 - 02 - 1	01/09/2020	01/04/2020	\$2,928.75	\$2,329.45	44734149	HOK100513
Earnings Summary						
Gross Pay	\$ 52,769.56					
Regular	Hours: 585.00					
3SHIFTDIF (field 3)	\$ 23,254.30					
OT (field 3)	Hours: 7.50					
PREMIUM (field 3)	\$ 13.50					
P.T.O. (field 3)	\$ 448.10					
SICKDBL (field 3)	Hours: 400.88					
	\$ 350.00					
	Hours: 320.05					
	\$ 15,955.74					
	\$ 12,747.92					
Total Hours Worked: 585.0						
Taxes	\$ 10,643.91					
Federal Income Tax	\$ 3,882.14					
Social Security	\$ 3,290.76					
Medicare	\$ 769.61					
State Worked In: New York	Code: NY					
SUI/SDI: New York (Taxing)	\$ 2,536.12					
Family Leave Insurance	Code: 19					
	\$ 22.80					
	\$ 142.48					
Deductions	\$ 9.00					
D9 - CAREFUNDD9	\$ 9.00					
Take Home	\$ 42,116.65					
Other Details						
Memos						
Hlth Plan Value	\$ 8,085.17					
Max Elig/comp	\$ 55,756.89					
Group Term Life	\$ 307.28					
Pension Non Un	\$ 1,323.39					
Max Elig/comp	\$ 55,756.89					
Max Elig/comp	\$ 55,756.89					

FAX COVER SHEET

To: Becky Averill, Appeal Associate **From:** Anthony Restaino, Esq.
Company: Lincoln Financial Group **Date:** July 28, 2022 14:03
Fax Number: 16034271888 **Pages (Including cover):** 8
Re: Claim #: 12608576

Notes:

Appeal



6928 Williams Road, Suite 4, Niagara Falls, NY 14304

P: 716-235-5885 | F: 716-235-5886

July 28, 2022

SENT VIA FACSIMILE TO 603-427-1888 & 603-430-1601
& SENT VIA ELECTRONIC MAIL TO: LIFECLAIMDOCS@LFG.COM

Lincoln Financial Group
Attn: Claim #: 12608576
Attn: Becky Averill, Appeal Associate

RE: Estate of Rose G. Kavanaugh
Claim #: 12608576
Policy #: SA3-880-054498-01

APPEAL: DENIAL OF CLAIM #: 12608576

Dear Ms. Averill,

Please accept this correspondence and attachment as our request for an appeal of the denial of the above referenced claim.

On or about June 15, 2022, I sent Ms. Sunderlin a request for the following documents so that we could submit our appeal to the initial denial of this claim:

- Copy of the contract for the Life Claim policy at issue;
- Copies of any and all correspondence that was sent by Lincoln Financial to Mrs. Kavanaugh, or her representatives, from April 1, 2020 through June 1, 2021, with respect to the aforementioned Life Claim policy, including but not limited to notices regarding Conversion Privileges relative to this policy;
- Copies of any and all documents submitted by Niagara Falls Memorial Medical Center to Lincoln Financial relative to this claim. This request includes, but is not limited to, documents related to her work status from April 1, 2020 through June 1, 2021 and the initial claim paperwork that was submitted for the present claim and the date that this claim was received by Lincoln Financial; and
- Copies of a payment ledger for premiums paid by the employer on Mrs. Kavanaugh's behalf for this policy from April 1, 2020 through June 30, 2021

In said letter I also asked her the following: ***"If you do not have any of the above requested information, please indicate which items you do not possess and provide me with the name, phone***

Email: ARestaino@RestainoReddien.com
www.RestainoReddien.com

July 28, 2022
Appeal - Claim #12608576
Page 2 of 4

number and mailing address of the individual(s) within Lincoln Financial who may have said documents." (emphasis added).

On or about July 11, 2022, I inquired with Ms. Sunderlin via email as to when I would receive a response to the documents requested. After speaking with you on July 13, 2022, a secured email was forwarded to me that same day.

Attached to that email was a copy of the policy contract, which I will reference in this Appeal. This responds to the first item referenced above that I requested on June 15, 2022.

In response to my request dated June 15, 2022, I did not receive copies of any correspondence between Lincoln Financial and Mrs. Kavanaugh, or her representative, regarding this Life Claim Policy, ***nor did I receive copies of any correspondence from Lincoln to Mrs. Kavanaugh or the Sponsor (NFMMC) regarding the Conversion Privileges under this policy*** (emphasis added). Finally, the response from Lincoln Financial did not indicate that there were other individuals who possessed this information or documentation.

ARGUMENT: DEATH WITHIN THE STATUTORY CONVERSION NOTICE PERIOD

In the denial of claim letter issued by Ms. Sunderlin on May 26, 2022, she states that Mrs. Kavanaugh's coverage under the "Leave of Absence Due to Disability" provision "would have ceased on April 16, 2021." The denial then provides the text of the policy regarding "Conversion Privilege at Individual Termination or Reduction of Benefits" which references a 31-day conversion period. In sum, the denial letter states as follows:

- April 16, 2020 – Mrs. Kavanaugh's last date worked
- April 16, 2021 – 12 months since last date worked, resulting in the end of Mrs. Kavanaugh's coverage under the "Leave of Absence Due to Disability" provision.
- May 17, 2021 – Expiration of the 31-day Conversion Period under the policy
- May 26, 2021 – Mrs. Kavanaugh's date of death

However, the timeline laid out in the denial of claim letter makes no mention of the "Written Notice of Conversion Privilege" provision in Section Four of the Policy contract.

The Conversion Privilege provision in Section Four of the Policy contract at issue provides as follows:

Conversion Privilege at Individual Termination or Reduction of Benefits

If all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy within 31 days after coverage ends or is reduced, **or longer as extended by the notice provision**... (emphasis added).

As such, the 31-day conversion window relied upon in the denial of this claim is not a fixed period of time. As indicated in the italicized and bolded language of this provision, the time in which to convert is subject to the Written Notice of Conversion Privilege provision. As such, the time frame to convert can be longer than 31 days as it may be extended by the failure of the Sponsor or Liberty to provide proper notice under the written notice provision, which states the following:

Email: ARestaino@RestainoReddien.com
www.RestainoReddien.com

July 28, 2022
Appeal - Claim #12608576
Page 3 of 4

Written Notice of Conversion Privilege

When a Covered Employee is eligible to convert his life insurance, as described on the previous page, *the Sponsor must provide him written notice, either given to the Covered Employee or mailed to his last known address, or Liberty must provide written notice mailed to the Covered Employee at the last address furnished by the Sponsor. Such written notice must be made within 15 days before or after the date the Covered Employee is eligible to exercise the conversion privilege* (emphasis added).

If written notice is given more than 15 days, but less than 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed for conversion is extended for 45 days after the giving of such notice.

If notice is not given within 90 days after the date the Covered Employee was eligible to convert his life insurance, the time allowed will expire at the end of 90 days (emphasis added).

Pursuant to this language within the Policy, the Sponsor (NFMMC) and Liberty and/or Lincoln Financial (as administrator), were required to provide Mrs. Kavanaugh with notice of this conversion privilege within 15 days of April 16, 2021 (expiration of coverage under the “Leave of Absence Due to Disability” provision). Mrs. Kavanaugh, or her husband with whom she resided, never received any written notice regarding the Conversion Privilege from Liberty, Lincoln or the Sponsor at any point at all. With respect to the Sponsor, as evidenced by the ADP payroll ledger from NFMMC attached hereto as Exhibit A, Mrs. Kavanaugh was not terminated in the Niagara Falls Memorial Medical Center system until after her date of passing. As such, she never received written notice from the Sponsor of her Conversion Privilege under this policy. Furthermore, as illustrated in the documents received from Lincoln, the Claim Application submitted by the Sponsor (NFMMC) to Lincoln illustrates that the Sponsor paid the premium on this policy on June 1, 2021, which is after Mrs. Kavanaugh’s date of death.

As referenced above, on June 15, 2022, I requested that Lincoln Financial provide me with “copies of any and all correspondence that was sent by Lincoln Financial to Mrs. Kavanaugh, or her representatives, from April 1, 2020 through June 1, 2021, with respect to the aforementioned Life Claim policy, *including but not limited to notices regarding Conversion Privileges relative to this policy*. I received no such correspondence in response to this request.

Since Mrs. Kavanaugh did not receive the requisite notice within 90 days of April 16, 2021, Mrs. Kavanaugh’s time to convert would extend to at least July 15, 2021 (90 days after April 16, 2021) and arguably until October 13, 2021 (90 days after July 15, 2021).

Section Four of the Policy clearly provides that if a covered employee dies within the conversion period, then the policy will be paid out:

Death Within the Statutory Conversion Notice Period

If a Covered Employee *dies within the statutory conversion notice period*, Liberty will pay to his beneficiary the amount he was eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded. (emphasis added).

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www.RestainoReddien.com

July 28, 2022
Appeal - Claim #12608576
Page 4 of 4

Mrs. Kavanaugh passed away on May 26, 2021. Given the fact that she never received the requisite Written Notice of Conversion Privilege under this policy, her conversion period would not have been 31-days from April 16, 2021, it would have been at least 90 days from April 16, 2021. Seeing that she passed away she passed away well before July 15, 2021 (90 days from April 16, 2021), the denial of this claim is improper and should be reversed.

As it seems clear that the denial should be reversed based on the plain language cited from the Policy's "Written Notice of Conversion Privilege" provision, I will not address by way of this correspondence any arguments relative to "Active Employment" and Mrs. Kavanaugh's last date worked being after April 16, 2020; evidenced by the ADP payroll log from the Sponsor attached hereto as Exhibit A. As illustrated in said document, as a thirty (30) year employee, Mrs. Kavanaugh accumulated a substantial amount of PTO and Extended Sick Pay time, which was regularly being paid to her from June 2020 through November 2020. Although those arguments are not being fully articulated at this time, we do hereby reserve the right to raise said arguments should this matter proceed to civil litigation.

Should you wish to discuss any portion of our appeal, or any other matters related to this claim, please do not hesitate to contact my office. Thank you for your time and consideration of this matter.

Very truly yours,


Anthony Restaino, Esq.

Enc(s). - Exhibit A

Email: ARestaino@RestainoReddien.com
www.RestainoReddien.com

EXHIBIT A

EXHIBIT A

7/27/22, 3:41 PM

ADP Workforce Now - Pay Profile

Pay Summaries - Rollup Totals

Name Kavanaugh, Rose G

	Year & Week	Pay Date	Period End Date	Gross	Net	Check / Voucher #	Co / File #
	2021 - 51 - 1	12/23/2021	12/18/2021	\$0.00	\$0.00	00000000	HOK/100513
	2021 - 24 - 2	06/16/2021	05/23/2021	\$-2,641.99	\$-2,117.23	45790891	HOK/100513
	2021 - 24 - 2	06/16/2021	05/15/2021	\$0.00	\$0.79	00000000	HOK/100513
	2021 - 21 - 1	05/27/2021	05/22/2021	\$2,641.99	\$2,117.23	45790891	HOK/100513
	2021 - 21 - 1	05/27/2021	05/22/2021	\$0.00	\$-0.79	00000000	HOK/100513
	2020 - 52 - 1	12/24/2020	12/19/2020	\$0.00	\$0.00	00000000	HOK/100513
	2020 - 46 - 1	11/26/2020	11/21/2020	\$1,056.72	\$930.77	45439349	HOK/100513
	2020 - 46 - 2	11/12/2020	11/07/2020	\$2,641.99	\$2,117.21	45410523	HOK/100513
	2020 - 44 - 1	10/29/2020	10/24/2020	\$2,641.99	\$2,117.22	45380453	HOK/100513
	2020 - 42 - 1	10/15/2020	10/10/2020	\$2,641.99	\$2,117.21	45352224	HOK/100513
	2020 - 40 - 2	10/01/2020	09/26/2020	\$2,641.99	\$2,117.23	45321757	HOK/100513
	2020 - 38 - 1	09/17/2020	09/12/2020	\$2,627.26	\$2,106.31	45292367	HOK/100513
	2020 - 36 - 1	09/03/2020	08/29/2020	\$2,641.99	\$2,117.22	45261398	HOK/100513
	2020 - 35 - 2	08/26/2020	08/26/2020	\$2,987.33	\$2,373.21	45252603	HOK/100513
	2020 - 24 - 1	06/08/2020	06/08/2020	\$0.00	\$0.00	00240203	HOK/100513
	2020 - 22 - 1	05/28/2020	05/23/2020	\$2,641.99	\$2,117.22	45059692	HOK/100513
	2020 - 20 - 1	05/14/2020	05/09/2020	\$2,641.99	\$2,117.22	45039775	HOK/100513
	2020 - 18 - 1	04/30/2020	04/25/2020	\$2,961.68	\$2,353.75	45016629	HOK/100513
	2020 - 16 - 1	04/16/2020	04/11/2020	\$2,987.32	\$2,372.72	44994904	HOK/100513
	2020 - 14 - 1	04/02/2020	03/28/2020	\$2,987.33	\$2,372.71	44971118	HOK/100513
	2020 - 12 - 1	03/19/2020	03/14/2020	\$3,162.33	\$2,502.21	44937642	HOK/100513
	2020 - 10 - 1	03/05/2020	02/29/2020	\$3,610.43	\$2,833.51	44895063	HOK/100513
	2020 - 08 - 1	02/20/2020	02/15/2020	\$2,987.33	\$2,372.72	44857148	HOK/100513
	2020 - 06 - 1	02/06/2020	02/01/2020	\$2,987.33	\$2,372.72	44818700	HOK/100513
	2020 - 04 - 1	01/23/2020	01/18/2020	\$2,991.82	\$2,376.04	44776873	HOK/100513

7/27/22, 3:41 PM

ADP Workforce Now - Pay Profile

2020 - 02 - 1	01/09/2020	01/04/2020	\$2,928.75	\$2,329.45	44734149	HOK100513
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Earnings Summary

Gross Pay		\$ 52,769.56
Regular	Hours: 585.00	\$ 23,254.30
3SHIFTDIF (field 3)		\$ 13.50
OT (field 3)	Hours: 7.50	\$ 448.10
PREMIUM (field 3)		\$ 350.00
P.T.O. (field 3)	Hours: 400.88	\$ 15,955.74
SICKDBL (field 3)	Hours: 320.05	\$ 12,747.92

Total Hours Worked: 585.0

Taxes		\$ 10,643.91
Federal Income Tax		\$ 3,882.14
Social Security		\$ 3,290.76
Medicare		\$ 769.61
State Worked in: New York	Code: NY	\$ 2,536.12
SUWSDI: New York (Taxing)	Code: 19	\$ 22.80
Family Leave Insurance		\$ 142.48
Deductions		\$ 9.00
D9 - CAREFUNDD9		\$ 9.00
Take Home		\$ 42,116.65

Other Details

Memos	
Hlth Plan Value	8,085.17
Max Elig/comp	55,756.89
Group Term Life	307.28
Pension Non Un	1,323.39
Max Elig/comp	55,756.89
Max Elig/comp	55,756.89

FAX COVER SHEET

To: Becky Averill, Appeal Associate **From:** Anthony Restaino, Esq.
Company: Lincoln Financial Group **Date:** July 28, 2022 14:05
Fax Number: 16034301601 **Pages (Including cover):** 8
Re: Claim #: 12608576

Notes:

Appeal - Claim #: 12608576
Estate of Rose G. Kavanaugh



6928 Williams Road, Suite 4, Niagara Falls, NY 14304

P: 716-235-5885 | F: 716-235-5886

July 28, 2022

SENT VIA FACSIMILE TO 603-427-1888 & 603-430-1601
& SENT VIA ELECTRONIC MAIL TO: LIFECLAIMDOCS@LFG.COM

Lincoln Financial Group
Attn: Claim #: 12608576
Attn: Becky Averill, Appeal Associate

RE: Estate of Rose G. Kavanaugh
Claim #: 12608576
Policy #: SA3-880-054498-01

APPEAL: DENIAL OF CLAIM #: 12608576

Dear Ms. Averill,

Please accept this correspondence and attachment as our request for an appeal of the denial of the above referenced claim.

On or about June 15, 2022, I sent Ms. Sunderlin a request for the following documents so that we could submit our appeal to the initial denial of this claim:

- Copy of the contract for the Life Claim policy at issue;
- Copies of any and all correspondence that was sent by Lincoln Financial to Mrs. Kavanaugh, or her representatives, from April 1, 2020 through June 1, 2021, with respect to the aforementioned Life Claim policy, including but not limited to notices regarding Conversion Privileges relative to this policy;
- Copies of any and all documents submitted by Niagara Falls Memorial Medical Center to Lincoln Financial relative to this claim. This request includes, but is not limited to, documents related to her work status from April 1, 2020 through June 1, 2021 and the initial claim paperwork that was submitted for the present claim and the date that this claim was received by Lincoln Financial; and
- Copies of a payment ledger for premiums paid by the employer on Mrs. Kavanaugh's behalf for this policy from April 1, 2020 through June 30, 2021

In said letter I also asked her the following: ***"If you do not have any of the above requested information, please indicate which items you do not possess and provide me with the name, phone***

Email: ARestaino@RestainoReddien.com
www.RestainoReddien.com

July 28, 2022
Appeal - Claim #12608576
Page 2 of 4

number and mailing address of the individual(s) within Lincoln Financial who may have said documents." (emphasis added).

On or about July 11, 2022, I inquired with Ms. Sunderlin via email as to when I would receive a response to the documents requested. After speaking with you on July 13, 2022, a secured email was forwarded to me that same day.

Attached to that email was a copy of the policy contract, which I will reference in this Appeal. This responds to the first item referenced above that I requested on June 15, 2022.

In response to my request dated June 15, 2022, I did not receive copies of any correspondence between Lincoln Financial and Mrs. Kavanaugh, or her representative, regarding this Life Claim Policy, ***nor did I receive copies of any correspondence from Lincoln to Mrs. Kavanaugh or the Sponsor (NFMMC) regarding the Conversion Privileges under this policy*** (emphasis added). Finally, the response from Lincoln Financial did not indicate that there were other individuals who possessed this information or documentation.

ARGUMENT: DEATH WITHIN THE STATUTORY CONVERSION NOTICE PERIOD

In the denial of claim letter issued by Ms. Sunderlin on May 26, 2022, she states that Mrs. Kavanaugh's coverage under the "Leave of Absence Due to Disability" provision "would have ceased on April 16, 2021." The denial then provides the text of the policy regarding "Conversion Privilege at Individual Termination or Reduction of Benefits" which references a 31-day conversion period. In sum, the denial letter states as follows:

- April 16, 2020 – Mrs. Kavanaugh's last date worked
- April 16, 2021 – 12 months since last date worked, resulting in the end of Mrs. Kavanaugh's coverage under the "Leave of Absence Due to Disability" provision.
- May 17, 2021 – Expiration of the 31-day Conversion Period under the policy
- May 26, 2021 – Mrs. Kavanaugh's date of death

However, the timeline laid out in the denial of claim letter makes no mention of the "Written Notice of Conversion Privilege" provision in Section Four of the Policy contract.

The Conversion Privilege provision in Section Four of the Policy contract at issue provides as follows:

Conversion Privilege at Individual Termination or Reduction of Benefits

If all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy within 31 days after coverage ends or is reduced, **or longer as extended by the notice provision** . . . (emphasis added).

As such, the 31-day conversion window relied upon in the denial of this claim is not a fixed period of time. As indicated in the italicized and bolded language of this provision, the time in which to convert is subject to the Written Notice of Conversion Privilege provision. As such, the time frame to convert can be longer than 31 days as it may be extended by the failure of the Sponsor or Liberty to provide proper notice under the written notice provision, which states the following:

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July 28, 2022
Appeal - Claim #12608576
Page 3 of 4

Written Notice of Conversion Privilege

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www.RestainoReddien.com

July 28, 2022
Appeal - Claim #12608576
Page 4 of 4

Mrs. Kavanaugh passed away on May 26, 2021. Given the fact that she never received the requisite Written Notice of Conversion Privilege under this policy, her conversion period would not have been 31-days from April 16, 2021, it would have been at least 90 days from April 16, 2021. Seeing that she passed away she passed away well before July 15, 2021 (90 days from April 16, 2021), the denial of this claim is improper and should be reversed.

As it seems clear that the denial should be reversed based on the plain language cited from the Policy's "Written Notice of Conversion Privilege" provision, I will not address by way of this correspondence any arguments relative to "Active Employment" and Mrs. Kavanaugh's last date worked being after April 16, 2020; evidenced by the ADP payroll log from the Sponsor attached hereto as Exhibit A. As illustrated in said document, as a thirty (30) year employee, Mrs. Kavanaugh accumulated a substantial amount of PTO and Extended Sick Pay time, which was regularly being paid to her from June 2020 through November 2020. Although those arguments are not being fully articulated at this time, we do hereby reserve the right to raise said arguments should this matter proceed to civil litigation.

Should you wish to discuss any portion of our appeal, or any other matters related to this claim, please do not hesitate to contact my office. Thank you for your time and consideration of this matter.

Very truly yours,


Anthony Restaino, Esq.

Enc(s). - Exhibit A

Email: ARestaino@RestainoReddien.com
www.RestainoReddien.com

EXHIBIT A

EXHIBIT A

7/27/22, 3:41 PM

ADP Workforce Now - Pay Profile

Pay Summaries - Rollup Totals

Name Kavanaugh, Rose G

	Year & Week	Pay Date	Period End Date	Gross	Net	Check / Voucher #	Co / File #
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7/27/22, 3:41 PM

ADP Workforce Now - Pay Profile

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D9 - CAREFUNDD9		\$ 9.00
Take Home		\$ 42,116.65

Other Details**Memos**

Hlth Plan Value	8,085.17
Max Elig/comp	55,756.89
Group Term Life	307.28
Pension Non Un	1,323.39
Max Elig/comp	55,756.89
Max Elig/comp	55,756.89

From:Averill, Rebecca
Sent:Wed, 13 Jul 2022 17:06:35 +0000
To:ARESTAINO@RESTAINOREDDIEN.COM
Subject:FW: {SEZ} File copy for Rose Kavanaugh 12608576 (secure)

Good afternoon Anthony,

I apologize this was not received on your end previously. I realize the appeal deadline is coming right up, 7/25/22. If you should need additional time to prepare and submit the appeal, please respond with the amount of time you think you will need to submit the appeal and we will review for an extension approval and send a response back.

I will be out of the office tomorrow, Thursday July 14th, and will respond to emails upon my return on Friday.

Thank you,



Becky Averill
Appeals Examiner
Group Protection

Lincoln Life Assurance Company of Boston
LincolnFinancial.com

888-437-7611 X16666
Office

603-430-1601 Fax



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From: ClaimsHOAdmin <ClaimsHOAdmin@lfg.com>
Sent: Wednesday, July 13, 2022 12:58 PM
To: ARESTAINO@RESTAINOREDDIEN.COM
Subject: {SEZ} File copy for Rose Kavanaugh 12608576 (secure)

https://lfg-my.sharepoint.com/:f/p/james_best/ElfOzRkHapVHoXfI7YFRqhUB-pLuTIEoUKoAqfWAZjoa9A?e=7c0cpz

Hello,

Please find attached a copy of the requested records. To access enter case sensitive password, which is the first two letters of the claimants first name followed by the date of birth in the format MMDDYYYY. *Password format example; claimant name Jane Smith, DOB July 7, 1960 would be Ja07071960.*

This link will expire in 24 hours.

Please contact your claims examiner with any questions.

Thank you,



Sarah Zarnowski
Team Lead, Operations Support
GP CLM Shared Services

LincolnFinancial.com

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From:Anthony Restaino <arestaino@restainoreddien.com>
Sent:Wed, 13 Jul 2022 13:09:59 -0400
To:Averill, Rebecca
Subject:Re: FW: {SEZ} File copy for Rose Kavanaugh 12608576 (secure)

This email is from an external source. Only open links and attachments from a Trusted Sender.

Becky,

Thank you for the email and for sending these documents. I was able to open the attachments. If we can extend the deadline to August 1, 2022 I would appreciate that since it has been almost a month since my initial request for these documents. If an extension is granted, please confirm by faxing a letter to my office indicating that such is the case.

Thank you for your time and attention to this matter.

Anthony Restaino

On Wed, Jul 13, 2022 at 1:06 PM Averill, Rebecca <Rebecca.Averill@lfg.com> wrote:

This message was sent securely using Zix®

Good afternoon Anthony,

I apologize this was not received on your end previously. I realize the appeal deadline is coming right up, 7/25/22. If you should need additional time to prepare and submit the appeal, please respond with the amount of time you think you will need to submit the appeal and we will review for an extension approval and send a response back.

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Thank you,



Becky Averill
Appeals Examiner
Group Protection

Lincoln Life Assurance Company of Boston

888-437-7611 X16668
Office

603-430-1601 Fax

LincolnFinancial.com



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From: ClaimsHOAdmin <ClaimsHOAdmin@lfg.com>
Sent: Wednesday, July 13, 2022 12:58 PM
To: ARESTAINO@RESTAINOREDDIEN.COM
Subject: {SEZ} File copy for Rose Kavanaugh 12608576 (secure)

https://lfg-my.sharepoint.com/:f/p/james_best/ElfOzRkHapVHoXfl7YFRqhUB-pLuTlEoUKoAqfWAZjoa9A?e=7c0cpz

Hello,

Please find attached a copy of the requested records. To access enter case sensitive password, which is the first two letters of the claimants first name followed by the date of birth in the format MMDDYYYY. *Password format example; claimant name Jane Smith, DOB July 7, 1960 would be Ja07071960.*

This link will expire in 24 hours.

Please contact your claims examiner with any questions.

Thank you,



Sarah Zarnowski

Team Lead, Operations Support
GP CLM Shared Services

Follow us on:



LincolnFinancial.com

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Anthony L. Restaino, Esq.
Restaino Reddien, LLP
6928 Williams Road, Suite 4
Niagara Falls, NY 14304
T: (716) 235-5885
F: (716) 235-5886
arestaino@restainoreddien.com
www.restainoreddien.com

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The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

Date: July 13, 2022

To: ANTHONY RESTAINO, ESQ.
RESTAINO & REDDIEN
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS NY 14304

Attn:

Fax: (716) 235-5886

From: Becky Averill
Appeal Associate
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

Total Pages
(Including Cover): 3

RE:

Claim #: 12608576
Claimant: Rose Kavanaugh

Niagara Falls Memorial Medical

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The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

July 13, 2022

Anthony Restaino, Esq.
Restaino & Reddien
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS, NY 14304

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Anthony Restaino, Esq.:

The Lincoln National Life Insurance Company is responsible for managing Group Life Coverage claims under Niagara Falls Memorial Medical Center's Group Life Policy.

This letter serves as a response to your July 13, 2022 request to extend the appeal deadline until August 1, 2022. Lincoln will allow the extension for you to submit the appeal in reference to Ms. Kavanaugh's claim. Please be aware that all information that you would like to have considered on appeal must be submitted with the written request no later than **August 1, 2022**.

If you have documents to submit, you may **email** them to **LifeClaimDocs@LFG.Com** or **fax** them to **(603) 430-1601**. Please be sure to include the claimant's full name and claim number in your email or fax. You may also submit any documents by mail to the address below.

The Lincoln National Life Insurance Company
Attn: Appeal Review Unit
Disability and Life Claims
PO Box 2578
Omaha, NE 68172-9688

If you have any questions regarding this matter, please contact me.

Sincerely,

Becky Averill
Appeal Associate

Phone No.: (888) 437-7611 Ext. 16668
Secure Fax No.: (603) 430-1601

From:Anthony Restaino <arestaino@restainoreddien.com>
Sent:Mon, 11 Jul 2022 15:22:54 -0400
To:LifeClaimDocs
Subject:Re: Claim #: 12608576

This email is from an external source. Only open links and attachments from a Trusted Sender.

To whom it may concern:

I have not received a response to my request for documents so that I may submit a formal appeal. When will I be receiving these documents? The appeal is due by the end of this month.

Thank you,

Anthony Restaino

On Wed, Jun 15, 2022 at 4:18 PM Anthony Restaino <arestaino@restainoreddien.com> wrote:
Ms. Sunderlin,

Thank you again for taking the time to speak with me today. Attached is the request for documentation that we discussed so that we may prepare our appeal to this denial, which was received on or about May 26, 2022.

Thank you,

Anthony Restaino

--



Anthony L. Restaino, Esq.
Restaino Reddien, LLP
6928 Williams Road, Suite 4
Niagara Falls, NY 14304
T: (716) 235-5885
F: (716) 235-5886
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www.restainoreddien.com

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--



Anthony L. Restaino, Esq.
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Niagara Falls, NY 14304
T: (716) 235-5885
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arestaino@restainoreddien.com
www.restainoreddien.com

Pursuant to U.S. Treasury Department Circular 230, unless we expressly state otherwise, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties or (ii) promoting, marketing or recommending to another party any matter(s) addressed herein.

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The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688

ANTHONY RESTAINO, ESQ.
RESTAINO & REDDIEN
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS NY 14304



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

June 16, 2022

Anthony Restaino, Esq.
Restaino & Reddien
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS, NY 14304

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Anthony Restaino, Esq.:

The Lincoln National Life Insurance Company is responsible for managing claims for Group Life Insurance benefits under Niagara Falls Memorial Medical's Group Disability Policy. We are writing in reference to Rose Kavanaugh's claim for Group Life Insurance benefits under the Policy.

Per Ms. Kavanaugh's June 15, 2022 request for relevant claim documentation, we have enclosed the following information:

- Niagara Falls Memorial Medical's Group Life Insurance Policy
- A complete copy of our claim file

If Ms. Kavanaugh has any questions regarding this information, please contact me.

Sincerely,

Becky Averill
Appeal Associate
Phone No.: (888) 437-7611 Ext. 16668
Secure Fax No.: (603) 430-1601

Death (Life Claim) - APPEAL REFERRAL

appealassociates@lfg.com

Appeal Referral To:

Office: 0096 Death Case Mgr.: Abby Sunderlin

Claimant Name: Richard Kavanaugh Death Claim #: 12608576
Date of Denial 05/24/2022 Date Appeal Rec'd * 06/15/2022

Policyholder/Self-Insured Plan holder: NIAGARA FALLS MEMORIAL

Death Information

Policy Number: 08-054498

Was any amounts of insurance paid? NO

Policyholder Contacts/cc: addresses:

Overtur: cc Employer?

Uphold: cc Employer?

Phone No. () FAX No. ()

Account specific or unique Death issues:

Analyst Review & Signature Abby Sunderlin Date: 06/16/2022

Special ARU Log Processing

Life Death Only Appeal: Add to Log

Life Death Appeal combined w/ an STD or LTD appeal: Do not add to log. Add to S1 only.

Special ARU S1 Processing

ARU: Add S1 claim notes:

Appeal, Death IN, Name ARU Consultant in Note text.

Appeal, Death OUT, State return to Life Claims in Note text.

Special ARU Consultant Processing

See letter "add-ins" for WP decision: "Death Appeal decision add-ins v2"



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

Date: June 16, 2022

To: ANTHONY RESTAINO, ESQ.
RESTAINO & REDDIEN
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS NY 14304

Attn:

Fax: (716) 235-5886

From: Becky Averill
Appeal Associate
Phone No.: Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

Total Pages
(Including Cover): 3

RE:

Claim #: 12608576
Claimant: Rose Kavanaugh

Niagara Falls Memorial Medical

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The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

June 16, 2022

Anthony Restaino, Esq.
Restaino & Reddien
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS, NY 14304

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Anthony Restaino, Esq.:

The Lincoln National Life Insurance Company is responsible for managing Group Life Coverage claims under Niagara Falls Memorial Medical Center's Group Life Policy.

The purpose of this letter is to acknowledge your intent to appeal the claim for Ms. Rose Kavanaugh.

We understand that you are in the process of gathering information to submit with the formal request for review. Since no appeal has yet been submitted, the claim remains denied with no additional review completed. The claim will not be forwarded to Lincoln's Appeal Review Unit at this time.

As set forth in the denial letter issued to you on May 24, 2022 you have a maximum of 180 days to submit a written request for review, which will expire on July 23, 2022. Please be aware that all information that you would like to have considered on appeal must be submitted with the written request for appeal no later than **July 23, 2022**.

Per your request for relevant claim documentation, the following information will be sent separately via secure OneDrive email to ARESTAINO@RESTAINOREDDIEN.COM:

- A complete copy of our claim file
- Niagara Falls Memorial Medical Center's Group Life Policy

We are required to password protect any claim files in an electronic format. You will be provided with a password under separate cover. **Please note that the OneDrive link will expire 24 hours after it is sent to you.**

Ms. Kavanaugh's full and complete claim file and policy includes all information that was received and considered in our evaluation of his claim.

If you have documents to submit, you may **email** them to **LifeClaimDocs@LFG.Com** or **fax** them to **(603) 430-1601**. Please be sure to include the claimant's full name and claim number in your email or fax. You may also submit any documents by mail to the address below.

The Lincoln National Life Insurance Company
Attn: Appeal Review Unit
Disability and Life Claims
PO Box 2578
Omaha, NE 68172-9688

If you have any questions regarding this matter, please contact me.

Sincerely,

Becky Averill
Appeal Associate
Phone No.: (888) 437-7611 Ext. 16668
Secure Fax No.: (603) 430-1601



The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

Date: June 16, 2022

To: ANTHONY RESTAINO, ESQ.
RESTAINO & REDDIEN
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS NY 14304

Attn:

Fax: (716) 235-5886

From: Becky Averill
Appeal Associate
Phone No.: Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

Total Pages
(Including Cover): 3

RE:

Claim #: 12608576
Claimant: Rose Kavanaugh

Niagara Falls Memorial Medical

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The Lincoln National Life Insurance Company
Disability and Life Claims Appeal
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 437-7611
Secure Fax No.: (603) 430-1601

June 16, 2022

Anthony Restaino, Esq.
Restaino & Reddien
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS, NY 14304

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Anthony Restaino, Esq.:

The Lincoln National Life Insurance Company is responsible for managing Group Life Coverage claims under Niagara Falls Memorial Medical Center's Group Life Policy.

The purpose of this letter is to acknowledge your intent to appeal the claim for Ms. Rose Kavanaugh.

We understand that you are in the process of gathering information to submit with the formal request for review. Since no appeal has yet been submitted, the claim remains denied with no additional review completed. The claim will not be forwarded to Lincoln's Appeal Review Unit at this time.

As set forth in the denial letter issued to you on May 24, 2022 you have a maximum of **60** days to submit a written request for review, which will expire on July 23, 2022. Please be aware that all information that you would like to have considered on appeal must be submitted with the written request for appeal no later than **July 23, 2022**.

Per your request for relevant claim documentation, the following information will be sent separately via secure OneDrive email to ARESTAINO@RESTAINOREDDIEN.COM:

- A complete copy of our claim file
- Niagara Falls Memorial Medical Center's Group Life Policy

We are required to password protect any claim files in an electronic format. You will be provided with a password under separate cover. **Please note that the OneDrive link will expire 24 hours after it is sent to you.**

Ms. Kavanaugh's full and complete claim file and policy includes all information that was received and considered in our evaluation of his claim.

If you have documents to submit, you may **email** them to **LifeClaimDocs@LFG.Com** or **fax** them to **(603) 430-1601**. Please be sure to include the claimant's full name and claim number in your email or fax. You may also submit any documents by mail to the address below.

The Lincoln National Life Insurance Company
Attn: Appeal Review Unit
Disability and Life Claims
PO Box 2578
Omaha, NE 68172-9688

If you have any questions regarding this matter, please contact me.

Sincerely,

Becky Averill
Appeal Associate
Phone No.: (888) 437-7611 Ext. 16668
Secure Fax No.: (603) 430-1601



6928 Williams Road, Suite 4, Niagara Falls, NY 14304
P: 716-235-5885 | F: 716-235-5886

June 15, 2022

SENT VIA FACSIMILE TO 603-427-1888 &
VIA ELECTRONIC MAIL TO: LIFECLAIMDOCS@LFG.COM

Lincoln Financial Group
Attn: Claim #: 12608576
Attn: Abby Sunderlin, Claims Examiner

RE: Estate of Rose G. Kavanaugh
Claim #: 12608576
Policy #: SA3-880-054498-01

Dear Ms. Sunderlin,

As discussed, we have received your denial of claim dated May 25, 2022. To that end we are going to request a review of this decision and intend to file an appeal of this denial. At this time, please provide our office with the following documents so that we can draft our formal appeal of the denial:

- Copy of the contract for the Life Claim policy at issue;
- Copies of any and all correspondence that was sent by Lincoln Financial to Mrs. Kavanaugh, or her representatives, from April 1, 2020 through June 1, 2021, with respect to the aforementioned Life Claim policy, including but not limited to notices regarding Conversion Privileges relative to this policy;
- Copies of any and all documents submitted by Niagara Falls Memorial Medical Center to Lincoln Financial relative to this claim. This request includes, but is not limited to, documents related to her work status from April 1, 2020 through June 1, 2021 and the initial claim paperwork that was submitted for the present claim and the date that this claim was received by Lincoln Financial; and
- Copies of a payment ledger for premiums paid by the employer on Mrs. Kavanaugh's behalf for this policy from April 1, 2020 through June 30, 2021

If you do not have any of the above requested information, please indicate which items you do not possess and provide me with the name, phone number and mailing address of the individual(s) within Lincoln Financial who may have said documents.

If it is more convenient for you, I have no objection to you providing me with electronic copies of the documentation I have requested via e-mail. Thank you for your time and attention to this matter.

Very truly yours,


Anthony Restaino, Esq.

Email: ARestaino@RestainoReddien.com
www.RestainoReddien.com

FAX COVER SHEET

To: Abby Sunderlin - Claims Examiner **From:** Anthony Restaino**Company:** Lincoln Financial **Date:** June 15, 2022 16:19**Fax Number:** 16034271888 **Pages (Including cover):** 2**Re:** Claim #: 12608576

Notes:



6928 Williams Road, Suite 4, Niagara Falls, NY 14304

P: 716-235-5885 | F: 716-235-5886

June 15, 2022

SENT VIA FACSIMILE TO 603-427-1888 &
VIA ELECTRONIC MAIL TO: LIFECLAIMDOCS@LFG.COM

Lincoln Financial Group
Attn: Claim #: 12608576
Attn: Abby Sunderlin, Claims Examiner

RE: Estate of Rose G. Kavanaugh
Claim #: 12608576
Policy #: SA3-880-054498-01

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- Copy of the contract for the Life Claim policy at issue;
- Copies of any and all correspondence that was sent by Lincoln Financial to Mrs. Kavanaugh, or her representatives, from April 1, 2020 through June 1, 2021, with respect to the aforementioned Life Claim policy, including but not limited to notices regarding Conversion Privileges relative to this policy;
- Copies of any and all documents submitted by Niagara Falls Memorial Medical Center to Lincoln Financial relative to this claim. This request includes, but is not limited to, documents related to her work status from April 1, 2020 through June 1, 2021 and the initial claim paperwork that was submitted for the present claim and the date that this claim was received by Lincoln Financial; and
- Copies of a payment ledger for premiums paid by the employer on Mrs. Kavanaugh's behalf for this policy from April 1, 2020 through June 30, 2021

If you do not have any of the above requested information, please indicate which items you do not possess and provide me with the name, phone number and mailing address of the individual(s) within Lincoln Financial who may have said documents.

If it is more convenient for you, I have no objection to you providing me with electronic copies of the documentation I have requested via e-mail. Thank you for your time and attention to this matter.

Very truly yours,



Anthony Restaino, Esq.

Email: ARestaino@RestainoReddien.com
www.RestainoReddien.com

From:Anthony Restaino <arestaino@restainoreddien.com>
Sent:Wed, 15 Jun 2022 16:18:08 -0400
To:LifeClaimDocs
Subject:Claim #: 12608576
Attachments:6-15-22 - Letter to Lincoln Financial.pdf

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Ms. Sunderlin,

Thank you again for taking the time to speak with me today. Attached is the request for documentation that we discussed so that we may prepare our appeal to this denial, which was received on or about May 26, 2022.

Thank you,

Anthony Restaino

--



Anthony L. Restaino, Esq.
Restaino Reddien, LLP
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Niagara Falls, NY 14304
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From: LFGNotifications@LFG.com
Sent: Thursday, May 26, 2022 11:54:02 AM
To: ARESTAINO@RESTAINOREDDIEN.COM;
CC:
BCC:
Subject: [Send Secure]Niagara Falls Memorial Medical Claim No. 12608576 Rose
Kavanaugh
Attachments: 8oyr3gnfms0ablapbz4w_12833427.pdf;

This notification contains important information regarding a claim with Lincoln Financial Group company.
THIS IS AN AUTOMATED EMAIL. PLEASE DO NOT RESPOND. You may use the contact information in
the attached letter to respond if needed.



The Lincoln National Life Insurance Company
Disability and Life Claims
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 787-2129
Secure Fax No.: (603) 427-1888

May 26, 2022

Anthony Restaino, Esq.
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS, NY 14304

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Anthony Restaino, Esq.:

We have completed an initial review of the above referenced claim for life insurance benefits. Unfortunately, we are unable to pay the proceeds at this time.

The policy issued to Niagara Falls Memorial Medical Center, by Lincoln National Life Insurance states the following:

I. The Policy

Niagara Falls Memorial Medical Center Group Life Insurance Policy requires to be eligible for coverage, an individual must meet the definition of being a ***Covered Employee***, ***Covered Person*** and in ***Active Employment***. The Policy states in *Section 2 – Definitions*:

"Covered Employee" means a person in Active Employment insured under this policy.

"Covered Person" means an Employee in Active Employment insured under this policy.

"Active Employment" means the Employee must be actively at work for the Sponsor:

1. on a full-time or part-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires the Employee to travel.

An Employee will be considered actively at work if he was actually at work on the day

immediately preceding:

1. *a weekend (except where one or both of these days are scheduled work days);*
2. *holidays (except when the holiday is a scheduled work day);*
3. *paid vacations;*
4. *any non-scheduled work day;*
5. *an excused leave of absence (except medical leave for the Covered Person's own disabling condition and lay-off); and*
6. *an emergency leave of absence (except emergency medical leave for the Covered Person's own disabling condition).*

II. Claim Investigation

In our review of the claim, we received the Proof of Death form from Niagara Falls Memorial Medical Center on March 17, 2022. The Proof of Death form indicates Mrs. Kavanaugh's last date worked was on April 16, 2020, and her date of death was on May 26, 2021.

As Mrs. Kavanaugh was no longer in Active Employment as defined above, she would have had continued coverage under the ***Leave of Absence Due to Disability*** (hereinafter "LOA") provision as defined below:

Leave of Absence Due to Disability

Covered Employee is granted an approved leave of absence due to a disability.

The Covered Employee's coverage(s) will not continue beyond a period of 12 months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

Based on her last day worked the coverage under this provision would have ceased on April 16, 2021.

The Group Life Policy also contained the following "***Conversion Privilege at Individual Termination or Reduction of Benefits***" provision:

Conversion Privilege at Individual Termination or Reduction of Benefits:

If all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy within 31 days after coverage ends or is reduced, or longer as extended by the notice provision. Conversion is subject to the following conditions:

1. *the Covered Employee's insurance ceases because of termination of employment or of membership in a class eligible for coverage under this policy;*
2. *the policy is terminated;*
3. *the Covered Employee's insurance is reduced due to a change in class or an amendment to the policy;*
4. *the Covered Employee changes to a class eligible for a smaller amount of Life Insurance; or*
5. *the Covered Employee's employment is terminated.*

The individual policy will be issued without Evidence of Insurability. It will contain Life Insurance benefits only, in any one of the forms customarily issued by Liberty, at the option of the Covered Employee, preceded by one year of term insurance, in an amount equal to the amount of the Covered Employee's protection under this policy. In the event termination of coverage due to total and permanent disability, the Covered Employee may convert to any of the forms customarily issued by Liberty, including permanent term insurance optionally preceded by one year of term insurance, in an amount equal to the amount of the Covered Employee's protection under this policy. The premium due will be based on the premium schedule that applies to the Covered Employee's class of risk to which he belongs and to the form and amount of the policy at his then attained age. The individual policy will be effective on the date the Covered Employee's group coverage ends under this policy.

Mrs. Kavanaugh's date of passing on May 26, 2021, was outside of the 31-day conversion period, therefore based on the Policy terms and the facts of this case set forth above, we have determined Mrs. Kavanaugh was no longer covered under the Group Life insurance Policy.

Should you wish to take this matter up with the New York Department of Financial Services, you may file with the department either on its website at <http://www.dfs.ny.gov/consumer/fileacomplaint.htm> or you may write to or visit the Consumer Assistance Unit, Financial Frauds and Consumer Protection Division, New York Department of Financial Services, One State Street, New York, NY 10004; One Commerce Plaza, Albany, NY 12257; 535 Washington Street, Suite 305, Buffalo, NY 14203; 1399 Franklin Avenue, Suite 203, Garden City, NY 11530; 28 Hill Street, Room 210, Oneonta, NY 13820; or 333 East Washington Street, Syracuse, NY 13202

This claim determination reflects an evaluation of the facts presented in the claim file and Policy provisions. We reserve the right to make a determination on any additional information that may be submitted.

You or your authorized representative may request a review of your denied claim. Such request must be made in writing and submitted to us at the address below within 60 days after you receive this denial notice.

Lincoln Life Assurance Company
Disability & Life Claims
Attn: Abby Sunderlin
P.O. Box 2578
Omaha NE 68172-9688

Please be sure to include your policy number and claim number. If you wish, you may also submit your comments and views of the issues in writing and may request copies of the pertinent documents

If your plan is subject to ERISA, you and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U. S. Department of Labor Office and your State insurance regulatory

agency. In addition, once all required reviews of your claim have been completed; you have the right to bring a civil action under applicable law.

If you have any questions regarding this matter, please contact me.

Sincerely,

Abby Sunderlin
Life Claims Examiner I
Phone No.: (888) 787-2129 Ext. 69759
Secure Fax No.: (603) 427-1888

The Lincoln National Life Insurance Company
Disability and Life Claims
PO Box 2578
Omaha, NE 68172-9688

ANTHONY RESTAINO, ESQ.
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS NY 14304



The Lincoln National Life Insurance Company
Disability and Life Claims
PO Box 2578
Omaha, NE 68172-9688
Phone No.: (888) 787-2129
Secure Fax No.: (603) 427-1888

May 25, 2022

Anthony Restaino, Esq.
6928 WILLIAMS ROAD
SUITE 4
NIAGARA FALLS, NY 14304

RE: Deceased: Rose Kavanaugh
Policyholder: Niagara Falls Memorial Medical
Policy #: SA3-880-054498-01
Claim #: 12608576

Dear Anthony Restaino, Esq.:

We have completed an initial review of the above referenced claim for life insurance benefits. Unfortunately, we are unable to pay the proceeds at this time.

The policy issued to Niagara Falls Memorial Medical Center, by Lincoln National Life Insurance states the following:

I. The Policy

Niagara Falls Memorial Medical Center Group Life Insurance Policy requires to be eligible for coverage, an individual must meet the definition of being a **Covered Employee**, **Covered Person** and in **Active Employment**. The Policy states in *Section 2 – Definitions*:

"Covered Employee" means a person in Active Employment insured under this policy.

"Covered Person" means an Employee in Active Employment insured under this policy.

"Active Employment" means the Employee must be actively at work for the Sponsor:

1. on a full-time or part-time basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires the Employee to travel.

An Employee will be considered actively at work if he was actually at work on the day

immediately preceding:

1. *a weekend (except where one or both of these days are scheduled work days);*
2. *holidays (except when the holiday is a scheduled work day);*
3. *paid vacations;*
4. *any non-scheduled work day;*
5. *an excused leave of absence (except medical leave for the Covered Person's own disabling condition and lay-off); and*
6. *an emergency leave of absence (except emergency medical leave for the Covered Person's own disabling condition).*

II. Claim Investigation

In our review of the claim, we received the Proof of Death form from Niagara Falls Memorial Medical Center on March 17, 2022. The Proof of Death form indicates Mrs. Kavanaugh's last date worked was on April 16, 2020, and her date of death was on May 26, 2021.

As Mrs. Kavanaugh was no longer in Active Employment as defined above, she would have had continued coverage under the ***Leave of Absence Due to Disability*** (hereinafter "LOA") provision as defined below:

"Leave of Absence Due to Disability"

Covered Employee is granted an approved leave of absence due to a disability.

The Covered Employee's coverage(s) will not continue beyond a period of 12 months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

Based on her last day worked the coverage under this provision would have ceased on April 16, 2021.

The Group Life Policy also contained the following ***"Conversion Privilege at Individual Termination or Reduction of Benefits"*** provision:

"Conversion Privilege at Individual Termination or Reduction of Benefits":

If all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy within 31 days after coverage ends or is reduced, or longer as extended by the notice provision. Conversion is subject to the following conditions:

1. *the Covered Employee's insurance ceases because of termination of employment or of membership in a class eligible for coverage under this policy;*
2. *the policy is terminated;*
3. *the Covered Employee's insurance is reduced due to a change in class or an amendment to the policy;*
4. *the Covered Employee changes to a class eligible for a smaller amount of Life Insurance; or*
5. *the Covered Employee's employment is terminated.*

The individual policy will be issued without Evidence of Insurability. It will contain Life Insurance benefits only, in any one of the forms customarily issued by Liberty, at the option of the Covered Employee, preceded by one year of term insurance, in an amount equal to the amount of the Covered Employee's protection under this policy. In the event termination of coverage due to total and permanent disability, the Covered Employee may convert to any of the forms customarily issued by Liberty, including permanent term insurance optionally preceded by one year of term insurance, in an amount equal to the amount of the Covered Employee's protection under this policy. The premium due will be based on the premium schedule that applies to the Covered Employee's class of risk to which he belongs and to the form and amount of the policy at his then attained age. The individual policy will be effective on the date the Covered Employee's group coverage ends under this policy.

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Should you wish to take this matter up with the New York Department of Financial Services, you may file with the department either on its website at <http://www.dfs.ny.gov/consumer/fileacomplaint.htm> or you may write to or visit the Consumer Assistance Unit, Financial Frauds and Consumer Protection Division, New York Department of Financial Services, One State Street, New York, NY 10004; One Commerce Plaza, Albany, NY 12257; 535 Washington Street, Suite 305, Buffalo, NY 14203; 1399 Franklin Avenue, Suite 203, Garden City, NY 11530; 28 Hill Street, Room 210, Oneonta, NY 13820; or 333 East Washington Street, Syracuse, NY 13202

This claim determination reflects an evaluation of the facts presented in the claim file and Policy provisions. We reserve the right to make a determination on any additional information that may be submitted.

You or your authorized representative may request a review of your denied claim. Such request must be made in writing and submitted to us at the address below within 60 days after you receive this denial notice.

Lincoln Life Assurance Company
Disability & Life Claims
Attn: Abby Sunderlin
P.O. Box 2578
Omaha NE 68172-9688

Please be sure to include your policy number and claim number. If you wish, you may also submit your comments and views of the issues in writing and may request copies of the pertinent documents

If your plan is subject to ERISA, you and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U. S. Department of Labor Office and your State insurance regulatory

agency. In addition, once all required reviews of your claim have been completed; you have the right to bring a civil action under applicable law.

If you have any questions regarding this matter, please contact me.

Sincerely,

Abby Sunderlin
Life Claims Examiner I
Phone No.: (888) 787-2129 Ext. 69759
Secure Fax No.: (603) 427-1888

FAX COVER SHEET

To: Abby Sunderlin, Claims Examiner **From:** Anthony Restaino, Esq.**Company:** Lincoln Financial Group **Date:** May 18, 2022 13:58**Fax Number:** 16034271888 **Pages (Including cover):** 2**Re:** Claim #: 12608576

Notes:



6928 Williams Road, Suite 4, Niagara Falls, NY 14304

P: 716-235-5885 | F: 716-235-5886

May 18, 2022

VIA FAX ONLY

To: 603-427-1888

Lincoln Financial Group
Attn: Claim #: 12608576
Attn: Abby Sunderlin, Claims Examiner

RE: Estate of Rose G. Kavanaugh
Claim # 12608576

Dear Ms. Sunderlin,

As you know, this office is representing the Estate of Rose G. Kavanaugh.

We last spoke on April 14, 2022, and you advised that you would be denying the above referenced claim and would be sending out a denial. To date, I have not received any denial or any other correspondence from Lincoln regarding this matter. I have called twice and left a message. However, I have not received a response.

As a result, I am writing today to inquire as to the status of this claim. I would greatly appreciate if you or another team member could advise as to the status of this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Anthony Restaino".

Anthony Restaino, Esq.

Email: ARestaino@RestainoReddien.com
www.RestainoReddien.com

**EMPLOYEE APPLICATION
GROUP LIFE INSURANCE PLAN**



EMPLOYER NAME

CITY-STATE-ZIP CODE

TO BE COMPLETED BY
EMPLOYER

EMPLOYER NUMBER

12

18

—

DATE HIRED

DAY

YEAR

60

MONTH

YEAR

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TO BE COMPLETED BY
EMPLOYEE

SOC

19

050-010-K

7701

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EM

061272

KAVANAUGH

ROSE

28

EMPLOYEE'S ADDRESS

NUMBER & STREET

CITY

STATE

ZIPCODE

HAVE YOU WORKED FOR ANY OTHER HEALTH OR SOCIAL SERVICE ORGANIZATION WITHIN THE PAST THREE YEARS?

NO

YES, IF YES ENTER EMPLOYER NAMES.

NAME OF EMPLOYER

CITY

STATE

BENEFICIARY DESIGNATION

* Please read the reverse side before completing this section.

My Employer has informed me of the effective date of my coverage for Group Life Insurance benefits under the Policy issued by NHW. I name the beneficiaries listed below to receive any benefits payable upon my death. I understand that NHW will pay the benefits in the manner described on the reverse side of this form.

PRIMARY BENEFICIARY OR BENEFICIARIES (FULL NAME)

Richard Kavanagh (trium - mae) husband
SECONDARY BENEFICIARY OR BENEFICIARIES (FULL NAME)

Jason Kavanagh (richard - mae) son
DATE July 23, 1980
EMPLOYEE'S SIGNATURE rose g. Kavanagh

From:Sunderlin, Abby
Sent:Tue, 12 Apr 2022 14:58:29 +0000
To:DeLuke, Renee;James, Lynette J.
Subject:RE: (secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576

Hi Renee,

Thank you for letting me know.

Was there a beneficiary designation on file for Ms. Kavanaugh?

Thank you!

Abby



Abby Sunderlin
Life Claims Examiner
Life Claims

Lincoln Financial Group
LincolnFinancial.com

888-787-2129 Office
603-427-1888 Fax



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From: DeLuke, Renee <Renee.DeLuke@nfmmc.org>
Sent: Thursday, March 31, 2022 8:46 AM
To: Sunderlin, Abby <Abby.Sunderlin@lfg.com>; James, Lynette J. <Lynette.James@nfmmc.org>
Subject: RE: (secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576

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Hi Abby – I already sent the info to her attorney. He is requesting the SPD. Thank you for all you did.

From: Sunderlin, Abby <Abby.Sunderlin@lfg.com>
Sent: Wednesday, March 30, 2022 2:51 PM
To: James, Lynette J. <Lynette.James@nfmmc.org>
Cc: DeLuke, Renee <Renee.DeLuke@nfmmc.org>
Subject: RE: (secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576

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Good Afternoon,

I am following up on the email below.

Please review at your earliest convenience and confirm you are in agreement with our decision. Please note, we will need a copy of Ms. Kavanaugh's beneficiary designation in order to discuss with her named Beneficiary. We will accept a benefit system screenshot of the designation.

Thank you,

Abby



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Life Claims Examiner
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From: Sunderlin, Abby
Sent: Friday, March 25, 2022 1:31 PM
To: Lynette.James@nfmmc.org
Cc: renee.deluke@nfmmc.org
Subject: (secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576

Good Afternoon,

Thank you for submitting the Group Life Claim on behalf of Ms. Rose Kavanaugh (dob: [REDACTED] 1951). Per the Proof of Death Claim form submitted to us, Ms. Kavanaugh's last date worked was reported as 04/16/2020 and her date of passing was on 05/26/2021. Our records indicate that Ms. Kavanaugh was out on a STAT claim (10087784), approved from 04/16/2020 through 10/22/2020.

Per the Group Policy, the Leave of Absence due to Disability Provision allows an Employee's Group Life Insurance coverage to be continued for up to 12 months while they're out on an approved Leave of Absence due to disability. Based on the information provided, Ms. Kavanaugh would have been covered under Leave of Absence due to Disability from 04/16/2020 through 04/16/2021. After that date, Ms. Kavanaugh was allowed 31 days, or until 05/17/2021, to convert her coverage. The Group Policy also states that if an Employee dies within the 31-day conversion period, the claim will be paid in the amount that was eligible to convert. Ms. Kavanaugh's date of passing on 05/26/2021 was outside the 31-day conversion period, therefore she was no longer eligible for coverage under the Group Policy.

Please see the following Group Policy language:

Leave of Absence Due to Disability

The Sponsor may continue the Covered Employee's coverage(s) by paying the required premiums, if the Covered Employee is granted an approved leave of absence due to a disability.

The Covered Employee's coverage(s) will not continue beyond a period of 12 months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

Conversion Privilege

Conversion Privilege at Individual Termination or Reduction of Benefits

If all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy within 31 days after coverage ends or is reduced, or longer as extended by the notice provision. Conversion is subject to the following conditions:

1. the Covered Employee's insurance ceases because of termination of employment or of membership in a class eligible for coverage under this policy;
2. the policy is terminated;
3. the Covered Employee's insurance is reduced due to a change in class or an amendment to the policy;
4. the Covered Employee changes to a class eligible for a smaller amount of Life Insurance; or
5. the Covered Employee's employment is terminated.

Death Within the Statutory Conversion Notice Period

If a Covered Employee dies within the statutory conversion notice period, Liberty will pay to his beneficiary the amount he was eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded.

Please be advised that I saw your note regarding Ms. Kavanaugh possibly being eligible under Waiver of Premium. After review of the Group Policy, Ms. Kavanaugh was unfortunately not eligible for Waiver of Premium because she was over age 60. Please see below:

WAIVER OF PREMIUM FOR TOTAL DISABILITY

If a Covered Employee becomes Totally Disabled while insured under this policy he may be eligible for continued Life Insurance coverage without premium payment, provided that:

1. he becomes Totally Disabled while insured under this policy and before age 60;
2. within one year from the date he is no longer in Active Employment Liberty receives initial Proof that his Total Disability has continued for 6 months; and
3. during the three months before each anniversary of receipt of initial Proof, Liberty receives Proof of continuation of Total Disability.

At your earliest convenience, please confirm you are in agreement with our decision, as a formal denial will be sent to her named beneficiary.

**Please be advised that we will need a copy of her beneficiary designation. We will accept a benefit system screenshot of the designation.

Thank you,

Abby



Abby Sunderlin
Life Claims Examiner
Life Claims

Lincoln Financial Group
LincolnFinancial.com

888-787-2129 Office
603-427-1888 Fax



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From:DeLuke, Renee <Renee.DeLuke@nfmmc.org>
Sent:Tue, 12 Apr 2022 16:34:32 +0000
To:Sunderlin, Abby;James, Lynette J.
Subject:RE: (secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576
Attachments:Rose000.pdf

Yes. The beneficiary is her husband. Please see attached.

From: Sunderlin, Abby <Abby.Sunderlin@lfg.com>
Sent: Tuesday, April 12, 2022 10:58 AM
To: DeLuke, Renee <Renee.DeLuke@nfmmc.org>; James, Lynette J. <Lynette.James@nfmmc.org>
Subject: RE: (secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576

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Hi Renee,

Thank you for letting me know.

Was there a beneficiary designation on file for Ms. Kavanaugh?

Thank you!

Abby



Abby Sunderlin
Life Claims Examiner
Life Claims

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888-787-2129 Office
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Abby Sunderlin
Life Claims Examiner
Life Claims

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603-427-1888 Fax



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Cc: renee.deluke@nfmmc.org
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Thank you,

Abby



Abby Sunderlin
Life Claims Examiner
Life Claims

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LincolnFinancial.com

888-787-2129 Office
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6928 Williams Road, Suite 4, Niagara Falls, NY 14304
P: 716-235-5885 | F: 716-235-5886

TO: Lincoln Financial Group

ATTN: Abby Sunderlin
CLAIM #: 12608576

FAX NUMBER: 1-603-427-1888

FROM: Restaino Reddien, LLP
Anthony L. Restaino, Esq.

RE: Claim #: 12608576

DATE: April 11, 2022

NOTES: N/A

TOTAL NUMBER OF PAGES INCLUDING FAX COVER: 4
If transmission is incomplete, please call (716) 235-5885.

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Email: ARestaino@RestainoReddien.com
www.RestainoReddien.com



6928 Williams Road, Suite 4, Niagara Falls, NY 14304
P: 716-235-5885 | F: 716-235-5886

April 11, 2022

VIA FAX ONLY
To: 603-427-1888

Lincoln Financial Group
Attn: Claim #: 12608576
Attn: Abby Sunderlin, Claims Examiner

RE: Estate of Rose G. Kavanaugh
Claim # 12608576

Dear Ms. Sunderlin,

Please be advised that this office is representing the Estate of Rose G. Kavanaugh.

Today, I contacted Lincoln Financial to discuss the status of the aforementioned claim. The individual I spoke with advised that I send in an authorization so that your company may discuss these matters with our office.

As such, enclosed is an authorization and release signed by Richard Kavanaugh, husband and Executor of the Decedent's Estate, thereby allowing your office to discuss this claim with me and provide our office with any information that may be sought. I have also attached a copy of the Letters Testamentary issued by the Niagara County Surrogate's Court, whereby Mr. Kavanaugh has been appointed Executor of this Estate.

The gentleman I spoke with indicated that it may take a day for this correspondence to be processed. Therefore, I will likely reach out to you on Wednesday or Thursday of this week to further discuss this claim. Thank you for your time and attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Anthony Restaino".

Anthony Restaino

Enc.

Email: ARestaino@RestainoReddien.com
www.RestainoReddien.com

RELEASE / AUTHORIZATION

Client: RICHARD KAVANAUGH
EXECUTOR OF THE ESTATE OF ROSE G. KAVANAUGH
██████████ 7701
██████████ 0904
██████████ 951
Soc Sec. No. Decedent:
Soc. Sec. No. Executor:
Decedent Date of Birth:
Institution: Lincoln Financial Group
CLAIM 12608576

To Whom It May Concern:

I, RICHARD KAVANAUGH, Executor of the ESTATE OF ROSE G. KAVANAUGH, residing at ███████ Niagara Falls, New York 14305, hereby authorize the release of any and all financial information relating to the account(s) held at the above-mentioned financial institution to my attorney, ANTHONY L. RESTAINO, Esq. of the firm RESTAINO REDDIEN, LLP, 6928 Williams Road, Suite 4, Niagara Falls, New York 14304. This information may include, but is not limited to: details regarding savings and checking accounts, account statements, copies of checks, certificates of deposit, IRAs, 401ks, 403(b)s, stocks, bonds, annuities, mutual funds, insurance policies, including beneficiary designations.

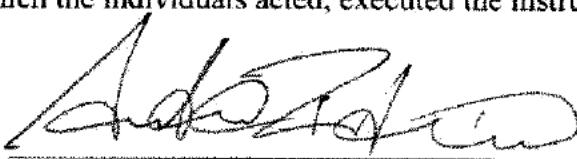
Very truly yours,


RICHARD KAVANAUGH
Executor, ESTATE OF ROSE G KAVANAUGH

STATE OF NEW YORK)
COUNTY OF NIAGARA) ss.:

On the 5th day of April in the year 2022, before me, the undersigned, personally appeared RICHARD KAVANAUGH, Executor of the ESTATE OF ROSE G. KAVANAUGH, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Antonio L. Restaino
Notary Public, State of New York
No. 02REG222341
Qualified in Niagara County
Commission Expires May 24, 2023


Notary Public

Certificate# 32415

Surrogate's Court of the State of New York Niagara County

Type of Letters Issued: **LETTERS OF ADMINISTRATION**

Letters Issued On: **September 14, 2021**

Limitations: SAID LETTERS ARE HEREBY RESTRICTED IN THAT THE ADMINISTRATOR/RIX SHALL NOT BE ENTITLED TO SETTLE OR COMPROMISE ANY WRONGFUL DEATH CLAIM ON BEHALF OF THE DECEASED'S ESTATE WITHOUT A FURTHER ORDER OF THIS COURT.

THE FIDUCIARY AND THE ATTORNEY COMMENCING THE ESTATE PROCEEDING SHALL TAKE ANY AND ALL STEPS NECESSARY TO PROPERLY CLOSE THE ESTATE UPON THE CONCLUSION OF LITIGATION, IF ANY, REGARDLESS OF THE OUTCOME THEREOF, OR, IF THERE IS NO LITIGATION, WITHIN TWO (2) YEARS OF THE DATE OF FIRST APPOINTMENT.

and such Letters are unrevoked and in full force as of this date.

Dated: September 15, 2021

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Niagara County Surrogate's Court at Lockport, New York.

WITNESS, Hon. Caroline A. Wojtaszek, Judge of the Niagara County Surrogate's Court.



**Angela Stamm-Philipps, Chief Clerk
Niagara County Surrogate's Court**

This Certificate is Not Valid Without the Raised Seal of the Niagara County Surrogate's Court

From:DeLuke, Renee <Renee.DeLuke@nfmmc.org>
Sent:Thu, 31 Mar 2022 12:46:24 +0000
To:Sunderlin, Abby;James, Lynette J.
Subject:RE: (secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576

This email is from an external source. Only open links and attachments from a Trusted Sender.

Hi Abby – I already sent the info to her attorney. He is requesting the SPD. Thank you for all you did.

From: Sunderlin, Abby <Abby.Sunderlin@lfg.com>
Sent: Wednesday, March 30, 2022 2:51 PM
To: James, Lynette J. <Lynette.James@nfmmc.org>
Cc: DeLuke, Renee <Renee.DeLuke@nfmmc.org>
Subject: RE: (secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576

This message was sent securely using Zix®

Good Afternoon,

I am following up on the email below.

Please review at your earliest convenience and confirm you are in agreement with our decision. Please note, we will need a copy of Ms. Kavanaugh's beneficiary designation in order to discuss with her named Beneficiary. We will accept a benefit system screenshot of the designation.

Thank you,

Abby



Abby Sunderlin
Life Claims Examiner
Life Claims

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LincolnFinancial.com

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From: Sunderlin, Abby
Sent: Friday, March 25, 2022 1:31 PM
To: Lynette.James@nfmmc.org

Cc: renee.deluke@nfmmc.org

Subject: (secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576

Good Afternoon,

Thank you for submitting the Group Life Claim on behalf of Ms. Rose Kavanaugh (dob: [REDACTED] 1951). Per the Proof of Death Claim form submitted to us, Ms. Kavanaugh's last date worked was reported as 04/16/2020 and her date of passing was on 05/26/2021. Our records indicate that Ms. Kavanaugh was out on a STAT claim (10087784), approved from 04/16/2020 through 10/22/2020.

Per the Group Policy, the Leave of Absence due to Disability Provision allows an Employee's Group Life Insurance coverage to be continued for up to 12 months while they're out on an approved Leave of Absence due to disability. Based on the information provided, Ms. Kavanaugh would have been covered under Leave of Absence due to Disability from 04/16/2020 through 04/16/2021. After that date, Ms. Kavanaugh was allowed 31 days, or until 05/17/2021, to convert her coverage. The Group Policy also states that if an Employee dies within the 31-day conversion period, the claim will be paid in the amount that was eligible to convert. Ms. Kavanaugh's date of passing on 05/26/2021 was outside the 31-day conversion period, therefore she was no longer eligible for coverage under the Group Policy.

Please see the following Group Policy language:

Leave of Absence Due to Disability

The Sponsor may continue the Covered Employee's coverage(s) by paying the required premiums, if the Covered Employee is granted an approved leave of absence due to a disability.

The Covered Employee's coverage(s) will not continue beyond a period of 12 months. In continuing such coverage(s) under this provision, the Sponsor agrees to treat all Covered Employees equally.

Conversion Privilege

Conversion Privilege at Individual Termination or Reduction of Benefits

If all or part of a Covered Employee's coverage ends, the Covered Employee may convert the amount that ends to an individual Life Insurance policy within 31 days after coverage ends or is reduced, or longer as extended by the notice provision. Conversion is subject to the following conditions:

1. the Covered Employee's insurance ceases because of termination of employment or of membership in a class eligible for coverage under this policy;
2. the policy is terminated;
3. the Covered Employee's insurance is reduced due to a change in class or an amendment to the policy;
4. the Covered Employee changes to a class eligible for a smaller amount of Life Insurance; or
5. the Covered Employee's employment is terminated.

Death Within the Statutory Conversion Notice Period

If a Covered Employee dies within the statutory conversion notice period, Liberty will pay to his beneficiary the amount he was eligible to convert. Such insurance will be paid as a claim under this policy. Any premiums paid for a converted policy will be refunded.

Please be advised that I saw your note regarding Ms. Kavanaugh possibly being eligible under Waiver of Premium. After review of the Group Policy, Ms. Kavanaugh was unfortunately not eligible for Waiver of Premium because she was over age 60. Please see below:

WAIVER OF PREMIUM FOR TOTAL DISABILITY

If a Covered Employee becomes Totally Disabled while insured under this policy he may be eligible for continued Life Insurance coverage without premium payment, provided that:

1. he becomes Totally Disabled while insured under this policy and before age 60;
2. within one year from the date he is no longer in Active Employment Liberty receives initial Proof that his Total Disability has continued for 6 months; and
3. during the three months before each anniversary of receipt of initial Proof, Liberty receives Proof of continuation of Total Disability.

At your earliest convenience, please confirm you are in agreement with our decision, as a formal denial will be sent to her named beneficiary.

**Please be advised that we will need a copy of her beneficiary designation. We will accept a benefit system screenshot of the designation.

Thank you,

Abby



Abby Sunderlin
Life Claims Examiner
Life Claims

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From:Sunderlin, Abby
Sent:Wed, 30 Mar 2022 18:51:04 +0000
To:'Lynette.James@nfmmc.org'
Cc:'renee.deluke@nfmmc.org'
Subject:RE: (secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576

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From:Sunderlin, Abby
Sent:Fri, 25 Mar 2022 17:30:42 +0000
To:Lynette.James@nfmmc.org
Cc:renee.deluke@nfmmc.org
Subject:(secure) Group Life Claim - Rose Kavanaugh - CLAIM 12608576

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Confirmation Report for: Rose Kavanaugh

Thank you! You successfully submitted your claim on: 03/17/2022 11:59 AM EDT.

Your Claim Number: 12608576

NEXT STEPS

- Your claim is being reviewed.
- A member of our Life Claims team will contact the claimant or beneficiary to obtain any additionally required information and provide information regarding the claims process.
- You may also call your Lincoln Financial Group Account Service Manager with any questions regarding the claims process or next steps.

Employee Proof of Death

SUMMARY

Company Information	
Company Name	Niagara Falls Memorial Medical Center
Policy Number	08-054498
Street Address	621 Tenth Street
City	Niagara Falls
State	NY
Postal Code	14302
Country	USA

Employee Information	
First Name	Rose
Last Name	Kavanaugh
Middle Initial	G
Employee ID	100513
SSN	XXX-XX-XXXX
Phone Number	[REDACTED]
Gender	F
Date of Birth	[REDACTED] 1951
Street Address	[REDACTED]
City	Niagara Falls
State	NY
Postal Code	14305
Country	USA

Policy Information	
Scheduled Work Hours	38
Earnings	[REDACTED]
Work Status	ACTIVE
Classification	1
Occupation	Administrative Coordinator
Date Employed	12/12/1972
Last Worked	04/16/2020
Date Premium Last Paid	06/01/2021
Date of Death	05/26/2021
Employee Basic Amount	\$ 78,000

Primary Beneficiaries**Beneficiary 1**

First Name	Richard
Last Name	Kavanaugh
Relationship	SPOUSE
Beneficiary Type	PERSON
Address 1	[REDACTED]
City	Niagara Falls
State	NY
Postal Code	14305
Country	USA
Allocation	100%

Additional Information**Notes**

This employee was an exempt employee and was eligible for long term disability. There was an internal error on the employer statement. It appears that she did not have LTD based on that error so an LTD claim was not initiated. A life waiver claim should have also been initiated. Can this claim be considered under the waiver provision?

I certify that the facts as indicated above are true to the best of my knowledge and belief.

Name: Renee DeLuke

Date Signed: 03/17/2022 11:59 AM EDT

Phone Number: 716-201-6593

Email Address: renee.deluke@nfmmc.org